



CRISTOGRACIA

Spanish Horse Stud & Training Facility

Chris Maudsley & Grant Gardiner

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ABN 84 256 178 227

Standing at stud for 2016/17 breeding season

PDC Ernesto AHAA SO1575 PRE ANCCE 724015071AU001

STALLION SERVICE AGREEMENT

Name of Stallion.....

Name of Mare

AHAA Reg. No (if applicable) PRE ANCCE Reg. No (if applicable)

Age Colour Breed

Name(s) of Mare owner (mare owner)

Address

Contact Details

Arrival Date

Stud Fee: \$560 plus GST

Handling Fee: \$440 plus GST (non-refundable)

Total service fee (including the handling fee) is \$1000.00 plus GST

Agistment: \$0 – Feed provided by the Mare owner.

TERMS AND CONDITIONS

Natural Service

1. Please read this contract carefully. Mares will not be accepted by Cristogracia Spanish Horse Stud (the Stud) until this contract is signed and returned to the Stud.
2. All mares will be checked for worming status upon arrival at the Stud and will be wormed if required and costs charged to the mare owner.
3. Shoes must be removed from mare prior to arrival at the Stud. If the shoes are not removed they will be removed and the cost of removal will be charged to the mare owner.
4. The Stud reserves the right to refuse service to any mare for any reason.
5. The service fee includes a live foal guarantee (LFG) which entitles the mare to a free service to the same stallion the following year ONLY should the mare not conceive, re-absorb or the foal die from natural causes within 7 days of birth. In order to be eligible for the LFG, an IMMEDIATE veterinary certificate must be produced certifying that any one of the above events has occurred. A further handling fee will be charged for the return service.
6. Mares will only be served a maximum of two times per cycle, after an ultrasound examination by the Stud's vet to determine the mare's precise ovulation time. This reduces the risk of fluid, infection and any possible risks to both the mare and the stallion. It is estimated that the mare will be scanned at least once, but up to four times per cycle to determine ovulation. For the avoidance of doubt, all costs in relation to vet attendance and subsequent ultrasound scans of the mare are at the cost of the mareowner.
7. Should the mare not conceive or be found to be infertile then substitute mare may be considered. A further handling fee will be charged for the substitute mare.
8. Should the Stud determine, after seeking veterinary advice and consulting the mare owner, that the mare is unlikely to conceive, the Stud may decline further service to the mare.
9. In the case of a 'walk in' mare (i.e. mare being brought to the Stud but departing immediately after service on the same day, or departing prior to a positive ultrasound examination being made), service fees must be paid in full before the mare will be served. The mare may be brought back numerous times in this manner until a positive pregnancy is achieved. However a veterinary certificate must be presented to the Stud on a positive pregnancy by ultrasound within 60 days post service before a certificate of service will be provided to the owner. In the case of a 'walk in' mare, no monies will be refundable.
10. The mare owner shall pay the handling fee set out above prior to the arrival of the mare at the Stud.

11. The mare owner shall pay the stud fee set out above within 14 days of the date of invoice. The invoice may be issued at any time after the Stud has obtained a positive pregnancy test by ultrasound.
12. Agistment is free for services to outside mares. Feed is to be provided by the mare owner, or feed charges will commence from the day the mare arrives at the Stud. If additional feed is required, the Stud will consult with the mare owner and additional charges will be levied accordingly. The mare owner shall pay the agistment set out above within 14 days of the date of invoice. The invoice may be issued monthly or otherwise by agreement.
13. The mare owner shall be liable for all disbursements, including without limitation, veterinary charges. Disbursements will, at the Stud's discretion, be charged directly to the mare owner, or will be reimbursed by the owner.
14. The mare owner shall be liable for all GST payable in respect of this agreement.
15. The mare owner shall not be entitled to remove the mare or any foal from the Stud until such time as all monies payable by the mare owner to the Stud have been paid in full. All amounts are to be paid either by cash or bank cheque.
16. The Stud will give the mare owner access to the mare on reasonable notice.
17. The mare owner shall notify the Stud at least 48 hours prior to picking up the mare.
18. The mare owner acknowledges and agrees that should any monies due and payable to the Stud remain outstanding for 90 days or more, the mare owner shall be deemed to have granted to the Stud a general lien upon the mare and any foal in respect of such monies. The Stud may enforce the lien by sale of the mare and/or the foal (if any) and shall be entitled to the proceeds of the sale up to and including the amount of any monies then due and payable to the Stud, together with any costs and disbursements relation to the sale.
19. In the event of an emergency (including, without limitation, emergency veterinary, farrier or dental treatment) involving the mare whilst at the Stud, the Stud shall endeavor to contact the mare owner in the first instance; however if the Stud is unable to contact the mare owner the Stud may take any action (or non- action) the Stud deems appropriate and the mare owner shall reimburse the Stud for all costs and expenses incurred.
20. The mare owner warrants that the mare is tractable to lead, is in sound breeding condition, is well handled and is not dangerous or diseased.
21. The mare owner warrants that he/she is the registered owner or lessee of the mare and has full power and authority to enter into this agreement.
22. The Stud warrants that it is the registered owner or lessee of the stallion and has full power and authority to enter into this agreement.

23. Notwithstanding any provision in this agreement, the mare owner agrees that, to the maximum extent permitted by law, the Stud, its owners, servants and agents will not be liable or responsible for any injury, death, costs, claims, loss or damage of any kind whatsoever (including without limitation by way of negligence, breach of contract, breach of statute or otherwise) that may occur (whether by act or omission) to any person, horse or property, whether at the Stud or elsewhere.
24. The mare owner shall fully indemnify and hold harmless the Stud against all costs, claims, expenses, loss, damages and proceedings whatsoever arising out of or in any way unconnected with the subject matter of this agreement, including without limitation, the behaviour of the mare or any foal.
25. If there is more than one mare owner, then the obligations of all mare owners under this agreement shall be joint and several.
26. For the avoidance of doubt, all of the terms of this agreement apply to any mare brought to the Stud, including substitute mare and mares subject to the LFG. Where the context permits, references to the mare include any foal at foot.
27. This contract constitutes the entire agreement between the parties and there shall be no alterations to this contract unless such are agreed in writing by the Stud.

SIGNED AS AN AGREEMENT

Signed by the mare owner(s)

Signed on behalf of the Stud by C Maudsley

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Signature

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Signature

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Name (print)

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Name (print)

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Date

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Date

(If more than one owner):

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Signature

.....
Name (print)

.....
Date