

STALLION SERVICE CONTRACT

THIS CONTRACT BETWEEN CRAIGLEA THOROUGHBRED SPELLING PTY LTD AND [REDACTED].

1. THE COMPANY AGREES TO BREED THE THOROUGHBRED BROODMARE [REDACTED] TO THE STALLION [REDACTED]. AND THE OWNER AGREES TO PAY A DEPOSIT OF \$[REDACTED] (10% OF SERVICE FEE) BEFORE THE SERVICE AND UPON THE MARE BEING TESTED IN-FOAL UPON A 45 DAY POSITIVE PREGNANCY TEST A FURTHER \$[REDACTED] SHALL BECOME DUE AND PAYABLE.
2. THE OWNER WARRANTS THAT THE DETAILS ON THE ABOVE NAMED BROODMARE CONTAINED IN THE SERVICE APPLICATION (OVER PAGE) ARE TRUE & CORRECT AND THAT THE BROODMARE SHALL BE HEALTHY AND IN SOUND BREEDING CONDITION, THIS FACT TO BE CERTIFIED BY A QUALIFIED VETERINARIAN BEFORE THE MARE IS SERVED. THE STUDMASTER MAY AT HIS/HER ABSOLUTE DISCRETION, REFUSE TO ALLOW THE STALLION TO SERVE THE MARE IF HE/SHE FEELS THIS COULD BE IN ANY WAY DETRIMENTAL TO THE STALLIONS HEALTH OR WELFARE.
3. IT IS FURTHER AGREED THAT SHOULD THE STALLION [REDACTED].. BE UNAVAILABLE FOR ANY REASON WHATSOEVER BEFORE SERVICE OF THE SAID MARE OR IF THE SAID MARE NAMED IN THIS CONTRACT DIES OR BECOMES UNFIT TO BE SERVED, THEN THIS CONTRACT SHALL BE RENDERED NULL AND VOID AND THE DEPOSIT OF \$[REDACTED] WILL BE RETURNED TO THE OWNER..
4. THE OWNER AGREES TO PAY ALL CHARGES APPLICABLE TO THE BROODMARE AND/OR PROGENY FOR, BUT NOT LIMITED TO, AGISTMENT FEES, ALL TREATMENTS, EXAMINATIONS, SWABS AND MEDICINES ADMINISTERED WHETHER BY THE STUD VET, EMPLOYEES OF CRAIGLEA OR OTHERS, AND OTHER COSTS INCURRED BY CRAIGLEA DURING THE BROODMARES AND/OR ANY PROGENYS STAY AT CRAIGLEA.
5. VETERINARY SERVICES FOR THE MARE/FOAL WILL BE CONDUCTED AT THE DISCRETION OF THE STUDMASTER IN CONSULTATION WITH THE STUDS VETERINARIAN. NON-REFUNDABLE CONTRACT VETERINARY FEES OF \$350 + GST WILL BE PAYABLE PRIOR TO THE SERVICE TO COVER ALL NORMAL VETERINARY ATTENTION DRUGS NOT INCLUDED FOR THE MARE/FOAL FOR THE PERIOD FROM 1ST AUGUST TO 31ST DECEMBER PROVIDED THAT SUCH FEE DOES NOT COVER MAJOR OR UNUSUAL VETERINARY PROCEDURES WHICH SHALL BE SEPARATELY INVOICED AND ARE PAYABLE BY THE OWNER.
6. A NON-REFUNDABLE HANDLING FEE OF \$350 + GST PER MARE WILL BECOME DUE AND PAYABLE TO THE STUDMASTER IMMEDIATELY UPON THE MARE FIRST BEING HANDLED BY THE STUDMASTER.

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7. IT IS AN EXPRESS CONDITION OF THIS AGREEMENT THAT CRAIGLEA SHALL HAVE A LIEN OVER THE MARE AND/OR ANY PROGENY IN RESPECT OF ANY UNPAID FEES OR CHARGES AND FURTHER THAT CRAIGLEA SHALL HAVE THE POWER TO SELL THE MARE AND/OR ANY PROGENY TO RECOVER SUCH UNPAID FEES OR CHARGES SHOULD THE SAME NOT BE PAID WITHIN THIRTY (30) DAYS AFTER AN ACCOUNT HAS BEEN RENDERED AND IN THIS RESPECT THE OWNER HEREBY APPOINTS CRAIGLEA AS THE OWNERS ATTORNEY WITH THE POWER TO SELL THE MARE AND/OR ANY PROGENY IF SUCH CHARGES ARE UNPAID AS AFORESAID AND TO EXECUTE ALL NECESSARY DOCUMENTS TO ACHIEVE THAT END.
8. THE BROODMARE AND/OR PROGENY SHALL BE UNDER THE CARE OF CRAIGLEA AND/OR THE STUD VETERINARIAN WHILST AT THE STUD AND MAY RECEIVE SUCH TREATMENTS AND EXAMINATIONS AS THEY SHALL IN THEIR ABSOLUTE DISCRETION PRESCRIBE. CRAIGLEA AND/OR STUD VETERINARIAN SHALL GIVE ALL CARE AND ATTENTION TO THE BROODMARE AND/OR ANY PROGENY BUT SHALL NOT BE LIABLE TO ANY LOSS DAMAGE OR CLAIMS OF

WHATSOEVER ARISING FROM DISEASE, ACCIDENT, INJURY OR DEATH CAUSED TO OR SUSTAINED BY THE ABOVENAMED BROODMARE AND/OR ANY PROGENY WHILST UNDER CRAIGLEA'S CARE OR THE CONTROL OF ITS SERVANTS OR AGENTS.

9. THE BROODMARE AND/OR ANY PROGENY SHALL BE DEEMED TO HAVE BEEN DELIVERED TO THE OWNER UPON LEAVING CRAIGLEA INSURANCE OF THE BROODMARE AND/OR PROGENY SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER AT ALL TIMES.

10. THIS CONTRACT SHALL NOT BE ASSIGNED OR TRANSFERRED BY THE OWNER AND IN THE EVENT THAT THE SAID MARE IS SOLD THE SERVICE FEE, IF APPLICABLE, SHALL IMMEDIATELY BECOME DUE AND PAYABLE BY THE UNDERSIGNED OWNER.

11. UPON ARRIVAL AT CRAIGLEA THE MARE MUST BE ACCOMPANIED BY HER DOCUMENT OF DESCRIPTION. ALL HORSES WILL BE WORMED BY CRAIGLEA AND GIVEN A STRANGLES BOOSTER SHOT ON ARRIVAL AT CRAIGLEA.

DATED THIS.....DAY OF.....200

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BROODMARE AND/OR FOAL OWNER

PLEASE NOTE; YOUR MARE WILL NOT BE SERVED IF THIS DOCUMENT IS NOT COMPLETED IN FULL, SIGNED AND RETURNED TO: CRAIGLEA THOROUGHBRED SPELLING PTY LTD  
P O BOX 10, KENILWORTH, Q, 4574..