

STALLION SERVICE CONTRACT

This contract between Allandale Park Thoroughbred Stud Farm Pty Ltd ACN 063 979 564 (hereinafter referred to as "the Company") and

.....
of.....
(hereinafter referred to as "The Owner") records the following terms and conditions agreed to between the parties:

1. The company agrees to breed the thoroughbred broodmare..... to the Stallion Upon the mare being tested 45day positive the Service Fee of \$..... + \$.....GST = \$..... shall become due and payable. If the mare is removed prior to the 45day pregnancy test the fee is payable immediately and the mare owner takes full responsibility for any loss of the pregnancy.
2. The Owner warrants that the details on the abovementioned broodmare contained in the Service Application form are true and 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 absolute discretion, refuse to allow the stallion to serve the mare if he feels this could be in any way detrimental to the Stallion's health or welfare.
3. Veterinary services for the Mare/Foal will be conducted at the discretion of the Studmaster in consultation with the Stud's Veterinarian and the Owner agrees to pay all charges applicable to the broodmare and/or progeny for, but not limited to, agistment fees, transport, to and from the stud, all treatments, examinations, swabs and medicines administered whether by the Stud Veterinarian, employees of the company or others and any costs incurred by the Company during the broodmare's and/or any progeny's stay at Allandale Park.
4. The broodmare and/or progeny shall be under the care of the Company and/or the Stud Veterinarian whilst at the Stud and may receive such treatments and examinations as they shall in their absolute discretion prescribe. The Company and/or Stud Veterinarian shall give all care and attention to the broodmare and/or progeny but shall not be laible for any loss or claims of whatsoever nature or howsoever arising from disease, accident, injury or death caused to or sustained by the abovementioned broodmare and/or any progeny whilst under the Company's care or the control of its servants or agents and the Owner shall not be liable for any disease, accident or injury to the Stallion.
5. The broodmare and/or progeny shall be deemed to have been delivered to the Owner upon leaving Allandale Park. Insurance of the broodmare and/or any progeny shall be the sole responsibility of the Owner at all times.
6. Upon arrival at the Stud the mare must be accompanied by her Document of Description and current drench and vaccination dates. If not, the Owner agrees that the Company has the right to administer any vaccinations and/or drenches it deems necessary. Upon foaling, the owner shall be responsible for the preparing and forwarding of the appropriate Mare Return to the Keeper of the Stud Book.
7. 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.
8. The broodmare is entitled to a Free Return to the said Stallion if the foal dies within thirty (30) days of foaling or if the foal is stillborn or the mare slips, in all cases to be certified by a practising Veterinary Surgeon. The Free Return is only applicable to the year immediatly following the service.
It is a pre-condition to the obtaining of a Free Service that payment of all accounts is completed within the specific time, otherwise the potential right to a Free Return is null and void.
9. It is a express condition of this agreement that the Company shall have a lein over the mare and/or progeny in respect of any unpaid fees or charges and further that the Company 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 the specified time after the account has been rendered and in this respect the Owner hereby appoints the Company as the Owners Attorney with the power to sell the Mare and/or any progeny if such fees or charges are unpaid as aforesaid and to execute all necessary document to achieve this end.

Dated this _____ day of _____ 2 _____

Signed for and on behalf of the Company

Signed for and on behalf on the Owner

PLEASE NOTE: MARES WILL NOT BE SERVED IF THIS DOCUMENT IS NOT COMPLETED IN FULL AND RETURNED TO ALLANDALE PARK.