

The importance of a contact cannot be underestimated. Understand all the terms and conditions. An important aspect of the service contract is the exact definition of the term "live foal guarantee" . A "live foal" is deemed to be one that is able to stand and suckle at 24 hours of age. A "live foal" guarantee may not be transferable to the new owner if the mare is sold. Also understand the terms of a "free return".

SAMPLE ONLY
Stallion Service Contract

Contract No:

(The proprietor) has agreed to accept the mare described below for service by (stallion) upon the following terms and conditions in the current breeding season.

1. The service fee shall be the sum of \$_____ plus G.S.T. The service fee shall be payable without deduction upon the notification of a 45 day positive pregnancy test. The due date for payment shall be on or before the 20th March 2009.
2. The mare owner shall be responsible for, and agrees to pay, all veterinary fees and charges as and when demanded on the mare and/or the foal.
3. In the event that the mare leaves the stud before the expiry of the 45 day period it shall be the client's responsibility to inform the stud whether or not the mare is in foal, such information to be given to the stud within 10 days of the expiry of the 45 day period. In the event that the client does not provide this information the service fee will be charged automatically and will become payable, the due date being the 20th March 200().
4. It is the express condition of this agreement that the proprietors be entitled to a lien over the mare and/or progeny in respect of any fees for agistment or service of the mare and/or progeny which are outstanding and further the proprietor shall have the power to sell the mare and/or the progeny over which such a lien is taken to recover outstanding fees should the same not be paid within ninety (90) days of the account being rendered and in this respect the mare owner appoints the proprietor as the Attorney with power to sell the mare and/or foal if such fees are unpaid as aforesaid. The proprietor also has recourse to rule 108A of the New Zealand Rules of Racing in the event of non-payment of the service fee.
5. Where the Mare Owner has paid the service fee and the mare does not produce a live foal the proprietor will, on production of a veterinary certificate to that effect, provide to the mare owner a free return service to that mare in the following season. The live foal guarantee is not applicable when:
 - a) The mare is transported overseas during the term of pregnancy or the mare dies.
 - b) Full payment of the nomination fee is not made on or before the due date.
 - c) The Mare Owner is negligent in the management of the mare during pregnancy or at foaling.
 - d) The Mare Owner sells the mare.
 - e) In the term of the pregnancy the mare is not suitably vaccinated against Equine Herpes Virus Abortion.In the event of the stallion being unavailable the following season the service fee less 10% will be refunded.
6. Should the mare owner require the proprietor to keep and care for the mare during the breeding season then the owner shall be responsible for all veterinary, farrier and agistment charges incurred during the mare's stay and shall sign an agistment contract with the proprietor.
7. The mare will only be served at the risk of the mare owner in all respects and the proprietor will not accept any responsibility for the loss or injury of the mare or any foetus or foal.
8. The proprietor retains the right to breed the mare up until the 20th December. This date may be extended by consent by both the mare owner and the proprietor.
9. The proprietor may refuse to allow service of the mare if she is, in the opinion of the Stud's management, unfit for service.
10. The proprietor reserves the right to charge interest at a rate of 2.5% per month on the balance of the service fee payable in terms of this agreement outstanding for more than 30 days from the 20th March 200().
11. The client warrants that he/she (or it in the case of a limited liability company) is the registered owner (or lessee) of the broodmare.
12. The mare owner will provide the mare's document of description to the proprietor for identification purposes prior to service of the mare.
13. This contract shall not be assigned or transferred to any other person or mare.
Please acknowledge acceptance of these terms and conditions by signing this agreement and the annexed Agistment Agreement and Mare Profile form. You should retain one copy for your records and return a signed copy of each agreement with the information required in the schedule to the proprietor at (address of proprietor)

NAME OF MARE _____ MARE OWNER _____

signed by
MARE OWNER _____ of _____ DATE _____

signed by
PROPRIETOR _____ of _____ DATE _____