

EDENVALE ORION STALLION SERVICE CONTRACT 20_____

Between KCD Holdings Pty Ltd (herein after referred to as "the Company")

And "The Mare Owner" _____

Of _____

Whereas The Company has agreed to breed the mare _____

Owned by The Mare Owner for service to the Stallion _____.

Upon the terms and conditions herein after appearing.

1. SERVICE FEE.

The Service Fee payable is \$2,200 inc GST + Vet costs. A \$330 (incl. GST) booking fee must be paid in full prior to shipment of chilled. The booking fee is non-refundable and is deducted from the service fee. The balance of the service fee is payable upon 45 days positive pregnancy test.

2. CHARGES.

The Owner agrees to pay all charges including GST applicable to the mare and/or progeny for, but not limited to, agistment fee, all treatments, examinations, procedures, operations and medicines administered whether by Stud Veterinarian, employees of The Company or others, and any other costs incurred by The Company during the mare's and/or any progeny's stay at **The Breeding Centre**. Interest at the current commercial rate will be charged on any service fees or agistment account not paid within thirty (30) days after an account has been rendered. Collection costs will be applied to all late payments.

Veterinary services for the Mare/Foal will be conducted at the discretion of the Company in consultation with the Stud Veterinarian. Veterinary procedures are payable by the Owner.

The Owner warrants that the details on the abovementioned broodmare contained in the Application for Service 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.

It is further agreed that should the said stallion be unavailable for any reason whatsoever before serving 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.

The Company has the right to refuse service on any mare at their discretion and monies paid under the Provision of Paragraph 1 hereof shall be refunded to the Mare Owner. The Owner also agrees that The Company will not be responsible for any disease, accident, sickness or death to the Owner's mare or foal.

This Contract shall not be assigned or transferred by the Owner and in the event that the said mare is sold, the Service Fee and any other outstanding fees, if applicable, shall immediately become due and payable by the undersigned Owner.

3. FREE RETURN

The mare is entitled to a free return to the said Stallion if the foal dies within forty-eight (48) hours of foaling or if the foal is stillborn, in both cases a report certified by a practicing Veterinary Surgeon is required.

The Free Return is only applicable to the year immediately following the service of the said Stallion standing at **The Breeding Centre**. It is a pre-condition to the obtaining of a free return in the following breeding season that payment of the original Service Fee is made in accordance with Paragraph 1 above, time being of the essence, otherwise the potential right to a free return is null and void.

If the mare dies, is unsuitable to breed or is sold then the right to a Free Return is null and void.

4. OTHER

On arrival at **The Breeding Centre** the mare must be accompanied by the Certificate of Registration, as issued by the ASHS, AQHA or other relevant Breed Societies. Current worming and vaccinations dates are to be supplied. 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 preparing any relevant documentation to the relevant breeding society.

AQHA and ASHS breeding certificates will not be issued unless the above-mentioned mare is registered with the AQHA or ASHS at the time of signing this contract. Non registered mares can be covered. If a late stallion breeding return is required, the Owner is liable to pay the late fee required by AQHA/ASHS.

The Company shall provide all care, good husbandry and attention to the mare and/or progeny in their charge. However, the Stud Management takes no responsibility for injury, sickness, disease or death of any mare or foal whilst in their care.

Dated this _____ day of _____ 20 _____

Signed for and on Behalf of the Company

Signed for and on Behalf of the Owner

Application for Service
By
EDENVALE ORION

For the **20**_____ **season**

FOR ALL BOOKINGS PLEASE CONTACT CHRISTY DAVIDSON: 0488 402 021

BROODMARE DETAILS:

Mare's Name: _____ Registered No: _____

Sire: _____ Dam: _____ Dam's Sire: _____

Colour: _____ Year of foaling: _____ NS Brands: OS

Property at which mare is agisted: _____

OWNER DETAILS:

Owner(s) Name: _____

Australian Business Number: _____ E mail: _____

Postal Address: _____

Telephone: (Bus/Home) _____ (Mobile) _____ (Fax) _____

ASH Mem No: _____ AQHA Mem No: _____

HISTORY OF BROODMARE:

Last date the Mare foaled: _____

If mare is a maiden, date retired from competition: _____

If mare slipped, give reason (if known): _____

Please specify any other details of which we should be aware: _____

Please note: A copy of the mare's papers must accompany this form.

COMPLETED FORMS MAY BE EMAILED:

[**christyconnor@icloud.com**](mailto:christyconnor@icloud.com)

DIRECT DEPOSIT DETAILS:

Account name: KCD Holdings Pty Ltd
Nab: BSB - 082 624 | ACC - 87 610 6897