



Stallion Service Contract

Between Chris and Sally Towne (Townes Performance Horses)

And "The Mare Owner"

Of

Whereas Chris and Sally Towne (Townes Performance Horses) has agreed to breed the mare

Owned by The Mare Owner for service to the Stallion, Townes Metallica.

Upon the terms and conditions herein after appearing.

1. SERVICE FEE.

The Service Fee payable is \$1500 plus GST

Multiple mare and performance mare discount \$1200 plus GST (to be discussed and agreed upon with Chris and Sally Towne)

Booking Fee \$250 (non refundable but deductible from the service fee)

2. CHARGES.

The mare 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, semen collection, shipped semen, operations and medicines administered whether by Stud Veterinarian and or breeding center employees. 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.

The stallion owner makes no warranty or guarantee, express or implied, with respect to the fresh or frozen semen, including without limitation, the warranty of fitness for a particular purpose. Semen Manager makes no guarantee of delivery within a certain time frame and makes no guarantee that fresh or frozen semen will arrive at its destination point without losing integrity, quality or characteristics.

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

Should multiple embryos be flushed and result in successful pregnancies a separate service fee will be charged for each of those successful pregnancies.

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.

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 stallion owner 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 Stallion owner also agrees that they will not be responsible for any disease, accident, sickness or death to the Owner's mare of 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. LIVE FOAL GUARANTEE

(For this purpose live foal shall be defined as a foal that stands and nurses without assistance) The stallion owner will supply a free return the following breeding season if a live foal fails to result from mating. The mare owner will give notice to the stallion owner no later than 48 hours of the mare foaling or aborting. If this is not forthcoming then the live foal will be null and void.

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

The Owner agrees that the Breeding Centre 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.

The breeding centre and or Stud Management takes no responsibility for injury, sickness, disease or death of any mare or foal whilst in their care.

An ASH or AQHA breeding certificate will be issued to the mare owner once the mare has foaled and the owner has notified the stallion owner Chris and Sally Towne.

Dated this _____ day of _____ 20 _____

Signed by Stallion Owner

Signed by Mare Owner

Application for Service

By



For the **2023** season

BROODMARE DETAILS:

Mare's Name: _____ Registered No: _____

Sire: _____ Dam: _____

Colour: _____

Date of birth: _____

NS

Brands:

OS

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

COMPLETED FORMS MAY BE EMAILED:

sallytowne@gmail.com

DIRECT DEPOSIT DETAILS:

Account name: Townes Trading Pty Ltd
BSB: 016554 Account Number: 153041065