

RIVER OAK ARABIAN STUD

BREEDING AGREEMENT

PLEASE NOTE: IT IS THE MARE OWNER'S RESPONSIBILITY TO READ THIS AGREEMENT BEFORE SIGNING. PLEASE ADD GST TO PRICES AND FEES.

THIS AGREEMENT is made on the _____ day of _____ 2_____

BETWEEN RIVER OAK ARABIAN STUD of 95 Argents Road, Wilberforce NSW 2756 and

_____ (hereinafter called "the mare owner")

Name

Address Postcode

WHEREAS RIVER OAK ARABIAN STUD is the owner of the stallion _____

Reg.No. _____ and the mare owner is the Owner/Lessee of the mare named _____

_____ Reg. No. _____ described as (colour) _____ **AND**

WHEREAS _____ will stand at stud during the _____

breeding season at River Oak Arabian Stud, Wilberforce NSW and the parties hereto desire to contract for the services of the stallion for one season's booking.

IT IS AGREED as follows:-

1. BREEDING FEE

The breeding fee shall be \$_____. Of said amount, a Mare Booking or Nomination Fee of \$_____ shall be due upon execution of this contract and the remaining \$_____ shall be payable when the mare leaves River Oak Arabian Stud, or on a forty five (45) day positive pregnancy test, whichever applies first.

2. BOARD AND AGISTMENT

Board and agistment at the rate of \$_____ per day for the keeping and ordinary care of mare and/or foal at foot will be paid by the mare owner/lessee. Accounts for board, farrier and miscellaneous expenses are sent out monthly and are payable within seven (7) days by the mare owner(s) or representative.

PLEASE NOTE: Any unpaid balance due must be paid PRIOR to mare's departure from River Oak Arabian Stud.

3. INTEREST ON OVERDUE ACCOUNT

Interest of 1.5% per month will be charged on all accounts outside normal trading terms.

4. LIEN PRIVILEGE

If any of the sums due and owing to River Oak Arabian Stud by the mare owner/lessee pursuant to paragraphs one and two herein above are not paid as provided in this Agreement, River Oak Arabian Stud is hereby granted a lien and privilege on any such mare/foal and mare owner/lessee does hereby specifically pledge the herein above security for the prompt payment of any such indebtedness.

5. SWABBING, VETERINARY AND HEALTH CARE

The mare owner/lessee agrees to allow River Oak Arabian Stud to have a qualified Veterinarian collect a uterine swab for culture and sensitivity certificate of uterine health for all mares, including maidens, and to perform such other veterinary services for breeding problems, routine care and emergency treatment that River Oak Arabian Stud may deem necessary for the proper treatment and protection of the mare and/or foal at foot. This is to be at the mare owner's/lessee's expense and will be billed directly by the veterinarian to the mare owner/lessee and veterinary accounts are due and payable within seven (7) days.

6. PHOTOCOPY

A photocopy of both sides of the mare's registration certificate must accompany this Breeding Agreement.

7. SHOES

Hind shoes must be removed from the mare prior to her arrival at River Oak Arabian Stud, otherwise the services of a farrier will be sought to remove the hind shoes and his fee will be charged to the mare owner's/lessee's account.

8. WORMING

As routine worming takes place at River Oak Arabian Stud, any mares and foals at River Oak Arabian Stud at that time will be included in the worming programme and charged to the mare owner's/lessee's account.

9. River Oak Arabian Stud reserves the right to refuse service to any mare.

10. INDEMNITY CLAUSE

During the time that the mare (and/or foal) is in the custody of River Oak Arabian Stud, neither River Oak Arabian Stud, Ray and Kerry Smith, nor any of their agents or employees, veterinarians or farriers, shall be liable for any sickness, disease, estray, theft or death or injury which may be suffered by the mare and/or foal at foot or any other cause of action whatsoever arising out of being connected in any way with breeding, boarding and agistment or conditioning of the mare and/or foal. This includes, but is not limited to, any personal injury or disability which the mare owner/owner's/lessee's may receive while on River Oak Arabian Stud's premises. The mare owner/lessee fully understands that River Oak Arabian Stud does not carry any of the outside horses that are in their possession for breeding and boarding or agistment on any public liability, accidental injury, theft or equine mortality insurance and

that all risks connected with breeding and boarding and agistment of the mare and/or foal are to be borne by the mare owner/lessee or owners/lessees, who hereby agree to hold River Oak Arabian Stud harmless from any such occurrence.

11. RETURN BREEDING PRIVILEGES

None of the abovementioned fees shall be refundable. River Oak Arabian Stud guarantees a return breeding in the following season, either for said mare or an approved substitute (if the original mare, for which a Service Fee was paid, dies) should a live foal (defined as one that stands and nurses without assistance) not result from this mating, or foal dies before reaching 24 hours of age. This is to be evidenced by a written statement from a qualified veterinarian within one (1) week from death of foal. A mare owner/lessee who does not comply with herein-defined statement waives his season return rights and privileges and holds River Oak Arabian Stud harmless of all liabilities and responsibilities. The fees for a return breeding shall include a handling fee of \$_____ and all mare care expenses are the responsibility of the mare owner/lessee and will be charged at the prevailing rate at the time of service.

PLEASE NOTE: River Oak Arabian Stud reserves the right to designate dates acceptable for mares to be brought or returned for service.

12. GELDING POLICY

Any Pure Arabian mare which produces a colt foal during the _____ stud season (and for which a service fee was paid during the _____ season) will be eligible for a return service at a fee of half the current season's service fee during that breeding season providing the colt foal is registered as a gelding.

PLEASE NOTE: Any mare returning to River Oak Arabian Stud for a return breeding must have a new Breeding Agreement completed and signed by owner/lessee for that season

13. DEPARTURE

Mare owner's/lessee's are to notify River Oak Arabian Stud at least **24 hours** prior to picking up mares on weekdays and **48 hours** on weekends.

14. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and may not be modified except in writing signed by both parties hereto. This contract shall not be assigned or transferred by either party hereto without the consent of the other. If the mare is to be re-bred and the mare owner/lessee fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

15. GENERAL

Is this mare insured? (and foal) _____
Full Mortality? _____ Value? _____ Name, address and phone number of Insurance
Agent _____

Note: All insurance renewals and deadlines are the responsibility of the mare owner/lessee.

Has a stallion ever served the mare? _____ Date of last foal _____

Breeding history, infections, problems etc. _____

Last date of service and name of stallion if mare is currently in foal _____

Or, date foaled _____ Sire: _____

Sex of foal _____ Date of expected cycle (if known) _____

Have there been any contagious or infectious diseases on the premises where the animal has been situated during the last twelve months? If so, please give details:

Date last wormed and product used: Mare _____ Foal _____

Tetanus booster due? Mare _____ Foal _____

Any medical problems? _____

Any allergies? _____

Is mare used to being pastured? _____ Stabled? _____

Any special instructions or habits? _____

SIGNATURE(S)

Mare Owner(s)/Lessee(s)

ADDRESS(S)

Postcode _____

PHONE: _____ FAX: _____ DATE: _____

MOBILE: _____ E-MAIL: _____

WITNESS: _____ DATE: _____

(If mare is jointly owned/leased both signatures are necessary, otherwise signatory assumes all responsibility and agreement to this contract for joint owner/lessee.)

SIGNATURE: _____ DATE: _____

River Oak Arabian Stud

WITNESS: _____ DATE: _____

RIVER OAK ARABIAN STUD

Ray and Kerry Smith, 95 Argents Road, Wilberforce NSW 2756

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