

# SERVICE AGREEMENT

**STALLION:** CLASSY PRIORITY Q31812 AQHA ("the Stallion")  
**STANDING AT STUD:** ASHFIELD STUD 72 Womina-Willowvale Road, Warwick. 4370  
Ph0746612217 Mobile 0404082446

**TO COVER MARE:** ..... **REG NO.**.....

**OWNED BY:** .....  
**OF** .....

**PH** ..... **FAX** .....

I/We, the undersigned, hereby apply to book my/our mare to be served by the above named stallion during the ..... season and confirm that I/we are the registered owners of the above named mare and accordingly have full rights to enter into this agreement on the following terms and conditions.

## 1. SERVICE FEE

- 1.1** The total service fee is \$....1500..... (GST inclusive)  
**1.2** This service **fee DOES / DOES NOT** include a color guarantee. (Strike out whichever is not applicable. If neither is struck out the guarantee is deemed not to apply)

## 2. CONDITIONS OF PAYMENT

- 2.1** A non-refundable deposit/handling fee of \$.....300..... is payable on booking.  
**2.2** The remainder of the service fee plus any additional charges (as indicated in clause 3 herein) are payable upon a positive pregnancy test and/or prior the mare leaving the stud.  
**2.3** **If the service is by A.I. then the entire service fee is payable before the semen will be transported** (unless by prior arrangement). **Requests for shipped semen are to be received no later than the evening prior to the day that semen is required to be shipped to the mare owner.**

## 3. EXPENSES

- 3.1** I/We agree to be responsible for the payment of all service fees, costs and expenses (including all veterinary costs) incurred by my/our mare and/or any offspring including: -  
(a) the deposit (non-refundable) \$ 300  
(all prices)  
(b) the service fee \$  
1200 include GST)  
(c) agistment (costs as designated in clause 4 herein) \$  
(d) additional feeding per week (costs as advised) \$  
(e) veterinary costs  
\$ \_\_\_\_\_

TOTAL \$  
\_\_\_\_\_

## 4. AGISTMENT COSTS

- 4.1** An agistment fee of \$ \_\_\_\_\_ per day is payable for agistment of dry mares. **4.2**  
An agistment fee of \$ \_\_\_\_\_ per day is payable for agistment of wet mares.  
**4.3** Stabling and additional feed will be provided upon request only at a cost to be advised at the time of the request.

## 5. INSURANCE

- 5.1** I/We the mare owner acknowledge and accept that the stud has made no representation

nor have we relied on any representations to the fact that any insurance against loss, illness or death of the mare and/or any offspring is held or arranged by the stud and accordingly and loss, injury, illness or death is at my/our sole risk and expense.

**PLEASE TURN OVER**

**6. CONDITIONS OF ACCEPTANCE**

- 6.1** I/We the mare owner acknowledge that: -
  - (a) the stud reserves the right to refuse any mare for service:
  - (b) my/our mare must be tractable and handled to lead:
  - (c) should the mare refuse service or:
    - (i) constitute a danger to the stallion or its handler; or
    - (ii) Is found to be unclean and/or otherwise unfit for service and, after taking veterinarian advice is rejected, another suitable mare may be substituted, however, all fees incurred by the original mare are to be paid when that mare is removed and prior to any substituted mare being accepted.

**7. GUARANTEES BY STUD**

**7.1** The stud guarantee that if a live (or where applicable colored) foal (i.e. a foal that stands and suckles from the mare and lives for forty eight (48) hours from birth) is not produced from the mating, the stud will grant, in the very next season, one free return service by the stallion (or an acceptable substitute) or if the stallion is found to be infertile or dies or is otherwise not available for service then the balance service fee less expenses and the non-refundable deposit/handling fee is fully refunded.

**7.2** In order to invoke the guarantee and in circumstances where the mare produces: -

- (I) A still born foal; or
- (ii) Being found not to be in foal; or
- (iii) The foal dying within the said forty eight (48) hours;
- (iv) Or not colored in accordance with clause 1.2 herein where applicable,

then the stud and stallion owners must be notified within seventy two (72) hours and confirmed in writing fourteen (14) days of the appropriate circumstances, annexing a statement of full details provided by a veterinarian and where requested the provision of blood typing.

**7.3** Such free return service does not include the non-refundable deposit/handling fee of \$....300..... and such must be paid upon rebooking of the mare.

**7.4** The stud also guarantee to provide a certificate of service upon, a positive pregnancy test and full payment of any outstanding fees.

**7.5** Subject to the indemnity in clause 8 herein the stud and the owners of the stallion undertake all due care and attention to the well being of the mare and any offspring delivered by the mare owner to the stud.

**8. INDEMNITY**

**8.1** The owner of the mare and/or offspring hereby agrees to indemnify and hold harmless the stud, their agents and employees from any liability whatsoever and howsoever caused including any negligent act which may be bought against them by reason of activities which the stud, their agents and employees or the mare and/or foal may engage in and further indemnifies the stud or any other mare owner or person, agent or employee of the stud who suffers any injury due to the actions of the mare and/or offspring which the owner brings to or upon the premises of the stud.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 .

.....  
**Mare owner's signature/s**

.....  
**Stallion owners / agents signature**

## ASHFIELD STUD 2009

AI COSTS We collect and have the semen shipped to your vet by overnight freight (TNT usually)

Monday – Thursday semen collection & delivery  
\$300

BY PRIOR ARRANGEMENT ONLY

Friday collection requires a Saturday Morning Delivery (only available in major centres)

**ALL REQUESTS FOR SEMEN MUST BE RECEIVED BY PHONE  
(on 0404 08 2446) PRIOR TO THE MORNING COLLECTION IS REQUIRED -  
WHICH IS THE SAME DAY IT WILL BE SENT.**