



Alabar Bloodstock

CONTRACT FOR STALLION SERVICE & AGISTMENT 2009/10

PO Box 129, Tongala Vic 3621. Ph: 03 5859 2201 Fax: 03 5859 2206 E-mail: alabar@alabar.com.au
ABN 15 172 906 094

OWNER/LESSEE DETAILS

Title:	Surname:	First Name/s:	
Address:			
Suburb/Town:	Postcode:	Email:	
Work:	Home:	Fax:	Mobile:
GST Reg: Yes <input type="checkbox"/> No <input type="checkbox"/>	ABN No:		

BOOKINGS

1	Mare:	Stallion:	Service Fee: (inc. GST)
Sire:	Dam:	Brand:	
Place of Service: Alabar Bloodstock <input type="checkbox"/>		Other <input type="checkbox"/> Name of Insemination site (Stud / Vet):	
In Foal? Yes <input type="checkbox"/> No <input type="checkbox"/> Last Date of Service:/...../.....		Phone:	
2	Mare:	Stallion:	Service Fee: (inc. GST)
Sire:	Dam:	Brand:	
Place of Service: Alabar <input type="checkbox"/>		Other <input type="checkbox"/> Name of Insemination site (Stud / Vet):	
In Foal? Yes <input type="checkbox"/> No <input type="checkbox"/> Last Date of Service:/...../.....		Phone:	
3	Mare:	Stallion:	Service Fee: (inc. GST)
Sire:	Dam:	Brand:	
Place of Service: Alabar <input type="checkbox"/>		Other <input type="checkbox"/> Name of Insemination site (Stud / Vet):	
In Foal? Yes <input type="checkbox"/> No <input type="checkbox"/> Last Date of Service:/...../.....		Phone:	

If your mare(s) is foaling down at Alabar, please ensure that you have sent the Certificate of Service to Alabar. All foals will be notified to Harness Racing Victoria unless previously advised in writing.

The Terms & Conditions given overleaf apply to this contract. When the Mare owner or authorised agent and Alabar Bloodstock have signed this contract it will then be binding on both parties subject to the Terms and Conditions given overleaf.

In signing this contract I certify that I am the sole owner of the mare or have the authority to enter into this contract on behalf of the owner(s). I accept the Terms and Conditions given overleaf, and take full responsibility for the Service Fee.

Signed by Owner or Authorised Agent: _____ Date: _____

Signed on behalf of Alabar Bloodstock: _____ Date: _____

Alabar Bloodstock will confirm receipt and approval of your booking contract via post

SEMEN COLLECTION DAYS

Australian Semen Collection Days
Monday – Wednesday – Friday
Semen Orders must arrive by fax by **NO LATER THAN 8PM EST ON THE DAY PRIOR TO COLLECTION**

New Zealand Semen Collection Days
Every Second Day
NZ Semen Orders must arrive by fax **NO LATER THAN 3PM EST THE DAY PRIOR TO COLLECTION. SAT/SUN ORDERS MUST ARRIVE BY 12-MIDDAY EST FRIDAY PRIOR.**

GENERAL TERMS AND CONDITIONS

For Alabar Farms (S.A.) Pty Ltd ACN 007 776 703 as Trustee for the Galloway Family Trust ABN 15 172 906 094 (t/a) and referred to herein as "Alabar Bloodstock"

1. The service fee is payable on a positive 42 days pregnancy test unless stated otherwise.
2. This contract shall not be assigned nor transferred, and in the event said mare is sold or consigned for sale, the service fee, if unpaid, shall immediately become due and payable.
3. Live Foal Guarantee (LFG) conditions: If the mare fails to produce a live foal that can stand and suckle the owner shall be entitled to a Free Service to the same Stallion or another Stallion mutually agreed for the following season. If again the mare fails to produce a live foal the same conditions will apply. A certificate by a qualified Veterinary Surgeon, which identifies the mare and certifies the mare and certifies her failure to produce a live foal, must accompany all claims. **Claims must be notified to Alabar with 14 days** of her due foaling date or the birth of the foal.
4. The **live foal guarantee** will not apply if:
 - 4.1. The service fee is not paid in full within 30 days of the invoice date.
 - 4.2. If, in the opinion of a qualified veterinarian, the mare's owner is negligent in the management or provision of such management for the mare during her term of pregnancy and/or at the time of foaling, which could contribute to the death of the foal.
5. If the stallion shall in any way become unfit for service before servicing the mare, or if the mare should die or otherwise become unfit to be serviced supported by veterinarian certificate, this contract is and shall be null and void. The Mare owner shall immediately notify the farm in writing if the mare dies or otherwise becomes unfit to be bred.
6. Neither Alabar Bloodstock, the Syndicate Manager nor the owners of the stallion make any representation regarding the stallion's fertility, including but not limited to its ability to breed or its ability to cause a mare to become impregnated.
7. Alabar Bloodstock terms of payment are 30 days of being invoiced and part payment of invoice will be attributed firstly, to any outstanding stud fees; secondly, to any veterinarian and handling fees; and finally, to agistment.
8. Alabar Bloodstock may exercise its rights pursuant to Section 24B of the Impounding of Livestock Act (VIC) 1994 and claim a lien over the horse or horses that the agistment has not been paid.
9. Alabar Bloodstock may at its own discretion deal with any horse or horses pursuant to the Impounding of Livestock Act (VIC) 1994.
10. All Multiple Mare Service Fee Discounts where provided are applicable only if the required number of mares have a Final Positive Result, and all service fees paid in full, within these Terms and Conditions.
11. Fees will be applicable for Walk In/Walk Out mares bred at Alabar Bloodstock.
12. All prices in this document include G.S.T.

CONDITIONS APPLICABLE TO MARES AGISTED AT ALABAR BLOODSTOCK

13. Agistment Rates: Dry Mares \$7.70 per day, Mares with Foal \$11.00 per day, Weanlings \$11.00 per day, Yearling \$11.00 per day (Subject to Change).
14. Foaling supervision: to cover the night watchman's expenses \$220.00 will be charged to supervise foaling.
15. Veterinary & Working Fee: \$330 per mare, which includes all ultrasound scanning for stage of cycle and pregnancy, pre-breeding examination and insemination, Veterinary attention to injuries or illness and necessary drugs and treatment are additional and will be invoiced separately to owners.

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| <ol style="list-style-type: none">16. Owners of mares served by a stallion resident at Alabar Australia or Alabar NZ will be charged an additional working fee of \$550.00 on a 42 day Final Positive Test.17. Owners of mares served by a stallion not resident at Alabar Australia or Alabar NZ will be charged an additional working fee of \$770.00 on a 42 day Final Positive Test. |
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18. Owners of mares served by frozen semen will be charged an additional fee of \$220.00 per cycle.
19. Alabar Bloodstock and the Studmaster shall not be liable, nor responsible in any manner for any disease, accident or injury to the mare or its foal, and the mare owner acknowledges that the animal will be on Alabar Bloodstock's premises and in the care of the Studmaster entirely at the owner's risk.
20. The right to claim a lien arising from this Agreement is in addition to any right provided pursuant to the Impounding of Livestock Act (VIC) 1994 or any other common law or statutory right.
21. The Mare owner agrees that Alabar Bloodstock shall be entitled to retain possession of the mare and any progeny thereon as hereinafter provided if any stud, handling or other fees (excluding agistment) remain unpaid and owing to Alabar Bloodstock.
22. It is an express condition of this Agreement in relation to the insemination of the Mare or Mares that Alabar Bloodstock may claim a lien over the mare and any progeny in respect of any monies due to Alabar Bloodstock for stud, handling or other fees (excluding agistment) and that Alabar Bloodstock shall have the power to sell the mare and/or progeny over which such lien is taken to recover such monies including thereon.
23. For the purpose of exercising the power of sale the mare owner hereby irrevocably appoints Alabar Bloodstock as its attorney to do all acts and this includes exercising the power to sell the mare and/or progeny to recover the monies together with all costs and expenses incurred by Alabar Bloodstock in exercising the power of sale arising from the default of the mare owner for stud, handling and other fees (excluding agistment) but including any legal costs on a solicitor and client basis.
24. Alabar Bloodstock may claim a lien and sell a horse or horses to recover stud and handling fees by complying with Section 3A of the Impounding of Livestock Act (VIC) 1994.
25. In the event of the mare departing the stud prior to being pregnancy tested the mare will be treated as in foal from the date of last service and the service fee invoiced as per a positive test except in the case where a negative pregnancy Veterinary Certificate is supplied.

CONDITIONS APPLICABLE TO TRANSPORTED SEMEN

26. The service fee relates to the provision of semen only. All other costs incurred at the property where the mare is served shall be the responsibility of the broodmare owner and will be invoiced by the stud concerned; this includes stud veterinary fees and agistment costs.
27. The owner hereby acknowledges that it is the owner's responsibility to understand and agree to these terms and conditions of service.
28. The onus is on the owner to familiarise themselves with the chosen stud's charges and terms and conditions that do not form part of this contract.
29. For mares served via transported semen the owner agrees to notify the stud whether or not a pregnancy has resulted 14 – 18 days after the date of that service. The Owner will be invoiced on 50 days, if not otherwise notified of a result.
30. The person who signs the contract is wholly responsible for all related charges (i.e. semen transport and stud fee).
31. **Semen Transport costs shall incur a separate charge and are not inclusive of the stud fee.**
32. Alabar Bloodstock accepts no responsibility for any defects in the semen that have occurred after the semen has left the premises.
33. Alabar Bloodstock shall not be responsible for tampering with semen shipping containers or their contents once they have left the premises.
34. **This Agreement will be governed by the laws of the State of Victoria, and the parties expressly submit to the jurisdiction of the courts of this State.**