

Egmont Park Stud

Paul Burns: 0427 515 258
Studmaster David Pike

MS 212 Oakey
Queensland 4401
Phone: (07) 4691 0134
Fax: (07) 4691 0270
egmontparkstud@hotmail.net.au
www.egmontpark.com.au

SHARE
NOM
Agent

APPLICATION FOR SERVICE

by (stallion)

for the 201__ Season

BROODMARE DETAILS:

Mare's name: _____ please show suffix

Life No.

See page 1 of mare's passport

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

Colour: _____ Year of foaling: _____ Walk-on ? YES NO

Brands:

Property at which mare is agisted
prior to arrival at Egmont Park Stud

OWNER DETAILS: *Invoices should be issued in the name(s) of: (if multiple invoices, percentages per owner must be shown)*

We would appreciate accuracy on this question, as it creates accounting+GST confusion when percentages have to be changed during the Season. For GST purposes: owners must identify whether they are a "hobby" breeder or a "business" in which case your ABN must be advised. To get GST tax invoices, invoices should be issued in the same name as the ABN is registered. Please complete/tick one of the boxes below.

Your ABN: _____

Breeder No. _____

HOBBY BREEDER/OWNER

Contact person (managing owner): _____

Postal address: _____

Telephone: (bus) _____ (home) _____

Telephone: (mobile) _____ (fax) _____

Email address: _____

HISTORY OF BROODMARE: *(please indicate if expecting first foal)*

Season	Covering sire	Last Service Date	result
20__.			
20__.			
20__.			

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

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

VERY IMPORTANT - THIS SECTION MUST BE COMPLETED

Current vaccination dates must be supplied for Tetanus, Strangles, Salmonella and Worming at time of mare's arrival at stud (see Clause 6 of Stallion Service Contract).

Has the mare been in contact with Viral Abortion, Contagious Equine Metritis, Strangles or any other infectious diseases: _____

Please specify any specific characteristics of the mare which the Stud staff should be aware of: _____

Name and telephone no. of
Veterinarian usually supervising mare: _____

SPECIFIC INSTRUCTIONS from the Owner:

Please do not service my mare after: _____

Do you want us to submit your MARE RETURN on-line ? YES/NO (if so, you must provide your Breeder contact no.)

My Mare is is not insured with insurance agency/broker/company: _____

I am insuring the foal due this Season and require a foal insurance certificate to be written at 24 hours / 7 days / 30 days

I will be insuring this season's foetus at 45 days. Foetal insurance certificate to be faxed to: _____

Please return this form to: Egmont Park Stud MS 212 Oakey Queensland 4401

STALLION SERVICE CONTRACT

This Contract is between BURNS BLOODSTOCK, ABN 21761042440 T/AS Egmont Park Stud (hereinafter referred to as "Egmont") and

.....
..... (street address not PO Box)

(hereinafter referred to as "the owner") records the following terms and conditions agreed to between the parties:

1. Egmont agrees to breed the thoroughbred broodmare _____ to the stallion - _____ and the owner agrees that, upon the mare being tested in-foal upon a 45 day positive pregnancy test, a service fee of \$ _____ + \$ _____ GST shall become due and payable.
2. Free return:
 - (a) The mare shall be entitled to a free return to the stallion named in Clause 1, if the full Service Fee + GST is paid within thirty (30) days of invoicing and the mares aborts the pregnancy, or the foal is still-born, fails to stand and suck within 24 hours of birth or dies within 24 hours of birth, in all cases to be certified by a practicing veterinary surgeon.
 - (b) It is a pre-condition to obtaining a free return that the payment of the original service fee and GST specified in clause 1, is made within thirty (30) days of invoicing, time being of the essence, otherwise the potential right to a return shall be null and void.
 - (c) In the event of the death or sale of the Mare named in Clause 1, no free return or other compensation or damages will be given or payable. If the named Mare uses a free return and an event referred to in this clause occurs with the second pregnancy/foal, the Mare shall not be entitled to a further free return.
 - (d) The free return is only applicable to the year immediately following the service by the stallion named in Clause 1 and is subject to the said stallion standing at Egmont in each year.
 - (e) If the said stallion does not stand at Egmont the following year, then this clause does not apply and Egmont shall have no further obligation in relation to this contract.
3. The Mare
 - (a) The Owner warrants that he/she is the beneficial owner of the Mare or is authorised by the beneficial owner of the Mare and that the details of the abovenamed broodmare contained in the Service Application 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. The Studmaster may, at his absolute discretion, refuse to allow the stallion to service the mare if he feels this could be detrimental to the stallion's health or welfare.
 - (b) The Broodmare and/or progeny shall be under the care of Egmont and/or the Stud Veterinarian whilst at the Stud and may receive such treatments and examinations as they shall in their absolute discretion prescribe. Egmont and/or the Veterinarian shall not be liable for any loss damage or claims of whatsoever nature or howsoever arising from disease, accident, injury, or death caused to or sustained by the abovenamed broodmare and/or any progeny whilst under Egmont's care or the control of its servants or agents.
 - (c) The Owner shall not be liable for any disease, accident or injury to the Stallion.
 - (d) It is the Owner's responsibility to correctly identify the Mare on delivery to or collection from the Stud and provide Stud Book identification papers for the Mare; the Stud shall not be responsible for any problem arising out of delivery of a wrong mare.
 - (e) No mare will be covered until this contract is signed and her Stud Book papers are lodged with the Stud. No documents will be released by Egmont unless and until all accounts with Egmont are paid in full. Except with prior consent of Egmont, the Mare shall not be removed from the Stud before the 45 day pregnancy test has been performed.
 - (f) It is further agreed that should the stallion named in Clause 1 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 and Egmont shall have no further obligation or responsibility or be liable for any compensation to the Owner.
 - (g) The Broodmare and/or any progeny shall be deemed to have been delivered to the owner upon leaving Egmont.
 - (h) Insurance of the broodmare and/or any progeny shall be the sole responsibility of the Owner at all times.
 - (i) This contract shall not be assigned or transferred by the Owner and in the event that the said mare is sold the Service fee+GST, if applicable, shall immediately become due and payable by the undersigned Owner.
4. Costs
 - (a) The Owner agrees to pay all charges+GST applicable to the broodmare and/or progeny for, but not limited to, agistment fees, transport to and from the Stud, all treatments, examinations, swabs and medicines administered whether by the Stud Veterinarian, employees of Egmont or others, and any other costs incurred by Egmont during the broodmare's and/or progeny's stay at Egmont.
 - (b) If the Owner fails to pay in full invoiced charges owing to Egmont by the date they are due, then the person who signs the Agreement on behalf of the Owner agrees that he or she is personally liable to pay on demand to Egmont all fees owing by the Owner to Egmont.
 - (c) If the Owner is a corporation and it fails to pay monies owing to Egmont by due date (s) then the person who signs this Agreement on behalf of the Owner agrees that he or she is personally liable to pay on demand to Egmont all/any monies owing by the Owner to Egmont under this contract.
 - (d) The Owner agrees that all veterinary costs incurred will be invoiced direct to the Owner by the Veterinary Practice.
 - (e) Interest at the current commercial rate shall be charged on any service fee or agistment account not paid within thirty (30) days after an account has been rendered.
 - (f) Should a debt collection agency/legal proceedings be used to recover the debt, then all costs involved in such action shall be payable by the Owner.
5. Rights
 - (a) It is an express condition of this Agreement by Egmont to agist the mare and/or progeny, that Egmont shall be entitled to retain possession of the mare and/or progeny and all documents relating to same as a lienor against all persons for the payment of unpaid fees or charges and further Egmont shall have a lien over the mare and/or progeny under which lien Egmont shall have the power to sell and give good title to the mare and/or progeny to a third party purchaser to recover such unpaid fees or charges.
 - (b) The Owner hereby appoints Egmont as the Owner's Attorney with full power to do all things (including at Egmont's discretion the branding of progeny) and execute all documents necessary to effect a sale and passing of title as foresaid;
 - (c) Egmont will not sell any broodmare or progeny until after the expiration of 14 days from Egmont issuing written notice to the Mare Owner of its intention to sell all or any of the horses.
6. Veterinary
 - (a) Upon arrival at the Stud the mare must be accompanied by her Document of Description and current drench and vaccination dates. If not, the Owner agrees that Egmont has the right to administer any vaccinations and/or drenches it deems necessary.
 - (b) Upon foaling, the Owner shall be responsible for submitting the appropriate Mare Return to the Keeper of the Stud Book.
7. Goods and Services Tax
 - (a) "GST" means any tax in relation to the Supply (or deemed Supply) of any goods, real property, services or any other thing levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate during the term of this agreement, other than any interest, fine, penalty fee or other payment.
 - (b) Any amount referred to in this agreement is exclusive of GST unless it is expressly included.
 - (c) Where any Supply under this agreement is not treated as taxable, subsequently becomes subject to GST, an amount equal to the GST liability in relation to the Supply shall be recouped upon issue of a further GST compliant tax invoice adjustment note.
 - (d) Each party agrees to do all things, including providing invoices and other documentation, as required under the relevant GST legislation.

Dated this _____ day of _____

signed for and on behalf of Egmont Park Stud

signed for and on behalf of the Mare Owner.

PLEASE NOTE: your mare will not be served if this document is not completed in full, signed+returned to our Oakey address.