

Nevele R Stud

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2022-23 AUSTRALIAN BOOKING FORM FOR STALLION SERVICE

Name _____

Address _____

Home Phone _____ Work Phone _____

Mobile Phone _____

Email _____

Please enter your contact and booking details, sign this form and return it to us. We will return the signed contract to confirm your booking/s.

Mare	Stallion	Free Return	To be bred at	Last Date of Service or Empty Mare
	Father Patrick			

Payment Term: Pay on live foal
(Tick box)

Please note that there is **no discount on Father Patrick's advertised service fee**, but mares going to him will count towards the multiple mare discount with the joint Nevele R / Alabar stallions **Ultimate Sniper** and **Vincent** in Australia.

Notes _____

The terms and conditions following apply to this contract. When the mare owner(s) or authorised agent and Nevele R Stud Ltd 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 a registered owner of the mare, or have 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 by Nevele R Stud Ltd: _____ Date: _____

Nevele R Stud will confirm receipt and approval of your booking contract via email or post.

Nevele R Stud Limited Terms

1. Fees

- (a) The stallion service fee will be invoiced following confirmed positive pregnancy test or 35 days following insemination, unless the Owner has furnished the Stud with a negative pregnancy test.
- (b) The stallion service fee and other fees and disbursements are payable within 35 days of invoice date. Payment can either be made by cheque or into Nevele R's Australian bank account. Credit cards are not accepted.
- (c) The Owner agrees to pay the fees described in this Agreement as are applicable to each mare.
- (d) The Owner shall pay interest of 1.5% per month on all accounts not paid within 35 days of invoice. An overdue accounts service charge of \$20.00 per mare per month will apply on all accounts outside these trading terms irrespective of whether interest at 1.5% per month has been charged. Collection costs will be added to the account.
- (e) The Owner hereby grants the Stud a security interest under the Personal Property Securities Act 2009 (PPSA). The Stud is the Secured Party and has a Purchase Money Security Interest to secure payment pursuant to this Agreement. The collateral provided as security by the Owner is the mare while the mare is in foal and any foal produced and the proceeds of the mare and any foal and the proceeds of any negotiable instrument representing such proceeds ("the Collateral"). This is on the basis that the Stud has provided value for the purpose of enabling the Owner to acquire rights in the Collateral, and as the Collateral secures the obligation of the Owner to pay all or part of the purchase price for the Collateral.
- (f) The Owner will provide the Stud on request with all information necessary for the registration of the Stud's security interest in terms of the PPSA.
- (g) The Owner hereby waives its right in terms of section 157 of the PPSA to receive a copy of a verification statement.
- (h) The Owner indemnifies the Stud for any cost the Stud incurs in enforcing or attempting to enforce the Security Interest created by this Agreement, and hereby grants the Stud the right to enter the Owner's property to take possession of the Collateral if enforcement action is taken by the Stud.
- (i) The Owner shall not be entitled to register the foal with Harness Racing Authority until such time as the Owner has paid the Stud moneys owed to the Stud related to the breeding of that foal.
- (j) All Owners and signatories to this Agreement shall have joint and several liability for all amounts due under this agreement.
- (k) This Agreement shall not be assigned in the event of the mare being sold or consigned for sale; the service fee shall immediately become due and payable.

2. Free Return

A free return will be offered to the Owner only under the following conditions and must be used the following season.

- a) A negative pregnancy test has been furnished to the Stud or
- b) The stallion service payment has been paid within **35 days of the invoice date** and
- c) The mare has been properly cared for during gestation and presented for foaling under controlled conditions and
- d) Failure of the mare to produce a foal that stands and lives for 7 days (a veterinary certificate must be supplied to the Stud).
- e) It does not apply where the stallion service fee is paid on live foal.

3. Representations / Warranties

- (a) Nevele R Stud does not make any representations regarding stallion fertility, including but not limited to its ability to breed or its ability to cause a mare to be impregnated.

4. Semen Transport Fee

Nevele R charges a once a season Semen Transport Fee of \$187.00 (incl. GST) for every mare bred to a Nevele R frozen semen stallion, irrespective of whether the mare gets in foal. This is payable on a 30 day invoice.