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## 2022-23 NZ BOOKING FORM FOR STALLION SERVICE

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Mobile Phone \_\_\_\_\_ Fax \_\_\_\_\_

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

**Payment Term:**  
(Tick box)

☐ Pay on positive test

☐ Pay on live foal

☐ Early bird special, pay by 30<sup>th</sup> September 2022  
(A 20% discount on the advertised service fee of our fresh/chilled stallions. Not additional to multiple mare discounts.)

**Discounts** only available for mares registered under common ownership: 10% for two / three mares; 15% for four mares; 20% for five or more mares. Applies to mares served by all fresh/chilled semen Nevele R stallions. Discounts only apply when invoice is paid within 35 days from the date of invoice.

**Always B Miki, Captain Crunch, Lazarus, Ultimate Sniper and Vincent:** Bookings to these stallions will be included in both the Nevele R and Alabar multiple mare discount schemes.

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 Ltd will confirm receipt and approval of your booking contract via email or post.**

**Discounts only apply when invoice is paid within 35 days from the date of invoice.**

## **Terms & Conditions 2022-23**

### **1. Health and Veterinarian**

- a) Owner agrees Mares shall be delivered to Stud in healthy and sound breeding condition. Owner agrees to accept the ruling of the Stud veterinarian on whether or not mare is considered unfit for service.
- b) Stud has the right to reject mares that it considers are physically unfit for breeding or suspected of carrying disease.
- c) Owner agrees Stud has the right to test and treat mares at Owner's cost.
- d) Owner agrees to engage the veterinarian supplied by the Stud to carry out all routine breeding veterinarian work - "Veterinarian Broodmare Package".
- e) Routine or emergency veterinarian treatment may be provided by the Stud at the Stud's discretion, the Owner to be responsible for all fees and disbursements. The Stud will exercise its best endeavours to contact the Owner before major surgery or costly procedures are commenced. The Stud and/or its veterinarian reserves the right to undertake any veterinary services believed to be in the best interests of the horse whether or not notice is given.
- f) Owner agrees that Stud will vaccinate all pregnant mares for Salmonella, at the Owner's expense, on arrival at the stud unless evidence is given of recent vaccinations. Owner agrees that Stud will vaccinate all mares for Strangles, at the owner's expense, unless evidence is given of recent vaccinations.
- g) The Stud will use its best endeavours to minimise the likelihood of twin foals. It does not assume liability where twin foals exist. h) Mares foaling at the Stud that are known or suspected of producing foals with neonatal jaundice (RH or NI) will have additional costs (e.g. blood cross match).

### **2. Fees**

- a) The stallion service fee will be invoiced following a confirmed positive pregnancy test or if the mare is not resident on the Stud, 42 days following insemination, unless the Owner has furnished the Stud with a negative pregnancy test.
- b) The agreed stallion fee and the other fees and disbursements are payable within 35 days of invoice date. Accounts can also be paid by VISA and MASTERCARD.
- 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 of 1.5% per month has been charged.
- e) If accounts are not paid within 35 days of invoice, the outstanding account may be forwarded to a Debt Collection Agency for recovery of the outstanding monies. Collection costs will be added to the account.
- f) The Owner hereby grants the Stud a security interest under the Personal Property Securities Act 1999 (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.
- g) The Owner will provide the Stud on request all information necessary for the registration of the Stud's security interest in terms of the PPSA.
- h) The Owner hereby waives its right in terms of section 148 of the PPSA to receive a copy of a verification statement.
- i) 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.
- j) The Owner shall not be entitled to register the foal with Harness Racing Authority until such time as the Owner has paid the Stud all moneys owed to the Stud related to the breeding of the foal.
- k) All parties signing this agreement, and all Owners if they do not sign this agreement, shall be jointly and severally liable for all amounts due under this agreement.
- l) The parties agree that the mare cannot be sold or consigned for sale if any amounts due under this agreement have not been paid. This agreement cannot be assigned by any party to this agreement (including the Owner), however the Stud may assign this agreement if required and on notice being given to the other party.

**The terms and charges detailed below, apply to mares visiting Nevele R Stud.** Variances may apply for mares inseminated on other properties.

The Stud reserves the right to refuse broodmares and bloodstock entering the Stud for whatever reason including non-payment of fees and outstanding debts of three months or more from the Owner / Breeder.

### **3. 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) or
- e) If the foal is older than 7 days, is by a Nevele R Stud stallion and dies at Nevele R Stud.
- f) The mare is not shipped overseas.
- g) It does not apply where the stallion service fee is paid on live foal.

### **4. Representation / Warranties**

- a) The Stud does not make any representations regarding the stallion's fertility including but not limited to the ability to breed or its ability to cause a mare to be impregnated.
- b) The Owner agrees that neither it nor any party claiming through the Owner shall have any claim against the Stud on account of any loss or damage which the Owner may suffer arising from the death or injury to the mare and/or foal whether it be caused by accident or misadventure or otherwise.

### ***SCHEDULE OF CHARGES (plus GST)***

**Agistment:** \$7.50 per day for dry mares - \$9.50 per day for wet mares - \$19.00 per day for weanlings/yearlings/hard fed mares - Foaling Fee \$475.00 includes routine foal course treatment and normal foaling assistance (drugs and any vet call out for emergency foalings not included). Tetanus Vaccination \$115.00 - Worming \$40.00 - Farrier fee \$50.00 - Salmonella Vaccination \$155.00 - Strangles Vaccination \$85.00 - Herpes Vaccination \$125.00 - Branding/Microchip Fee \$30.00 - Weaning Fee \$475.00 (all weanlings are inspected by our on site/preferred vet at weaning time) - Veterinary Broodmare Package: \$525.00 per mare for fresh semen - \$825.00 per mare for frozen semen. The On Farm Broodmare Package includes palpations, uterine and ovarian scanning, caslicks and opening, prostaglandin injections, routine irrigations including antibiotics, confirmed pregnancy test, mileage during the breeding season. Ovulating drugs will be invoiced separately over and above the Broodmare Package. Any vet work, including treatment of injuries and illness, professional services, drugs, vaccinations etc... other than those stated in this contract will be invoiced to the Owner directly from Prebbleton Vets. This includes vet call outs for foaling.

### **Working Fees**

**Fresh Semen Stallions:** A working fee of \$475.00 will be invoiced on the mare's arrival to the Breeder / Owner of the mare being served. The fee is non-refundable and is payable whether the mare returns a positive or negative pregnancy test result. Off-farm semen bases will charge their own working fees for Nevele R stallions. An \$80.00 transported semen charge will apply to mares served off-farm by Nevele R's fresh semen stallions.

**Frozen Semen Stallions:** A working fee of \$695.00 will be invoiced to the Breeder / Owner of the mare. The fee is non-refundable and is payable whether the mare returns a positive or negative pregnancy test result. Off-farm semen bases will charge their own working fees. An \$80.00 transported frozen semen charge will apply to mares served off-farm by Nevele R's frozen semen stallions.