



## ***ECHOES OF HEAVEN***

### ***2020 SERVICE CONTRACT***

BETWEEN, *NEWMARKET STUD LIMITED*, 5 Short Street, Newmarket, Auckland 1023

AND ..... (“Owner/Lessee”)

WHEREAS *NEWMARKET STUD LIMITED* has agreed to accept the following mare:

.....

(“the mare”) for service to the stallion “*ECHOES OF HEAVEN*” under the terms and conditions below:

1. The owner/lessee will pay a total stud fee of NZ\$4,000.00 (plus GST), with a FREE RETURN GUARANTEE.
2. The owner/lessee agrees to provide *NEWMARKET STUD LIMITED* with a 42-day Positive Pregnancy Test within 10 days of the 42-day period. The full stud fee will be invoiced on the 42-day positive result. THE STUD FEE IS PAYABLE IMMEDIATELY.
3. The owner/lessee must remit the total stud fee when invoiced after the 42-day positive pregnancy test.
4. Failure to comply with paragraph 3 will result in the owner/lessee forfeiting the free return guarantee.
5. It is the express condition of this agreement that *NEWMARKET STUD LIMITED* will be entitled to inform the Studbook that the resulting foal is ineligible for registration if the stud fee remains unpaid.
6. *NEWMARKET STUD LIMITED* also has recourse to rule 108A of the New Zealand Rules of Racing in the event of non-payment of the service fee.
7. A FREE RETURN GUARANTEE IS SUBJECT TO:

- a) The stud fee being paid by the due date; and
- b) The care/welfare of the mare has met that of normal industry practise for the full term of the mare's pregnancy.

Should the mare not produce a live foal then a free return will apply. No free return will be offered in the case of the sale of the mare during pregnancy. A veterinary certificate must accompany any claim together with documentary evidence of a full equine herpes virus vaccination course.

- 8. The owner/lessee acknowledges that *NEWMARKET STUD LIMITED* has a discretionary right to refuse to provide service to any mare.
- 9. The owner/lessee agrees that a mare, if in foal, will be salmonella inoculated one month prior to her foaling date.
- 10. The owner/lessee will provide inoculation and drenching details of the mare prior to their arrival at the stud. The stud will automatically inoculate and drench as appropriate all mares arriving without this information, and pass the charges back to the owner/lessee.
- 11. The owner/lessee agrees that this Contract agreement is not transferable to any other person. This contract relates to the service by the stallion of the mare and the service is not transferable to any other mare unless otherwise agreed in writing by *NEWMARKET STUD LIMITED*.
- 12. INSURANCE – Insurance requirements for mare, foal & foetus are the sole responsibility of the owner/lessee.
- 13. Veterinary Fees – The owner/lessee is responsible for, and will pay, all veterinary charges on the mare & foal. The mare &/or progeny shall be under the care of *NEWMARKET STUD LIMITED* and/or the stud veterinarians while at the stud, and they may prescribe treatments at their absolute discretion. *NEWMARKET STUD LIMITED* will provide all care, good husbandry & attention to all animals in their care, but shall not be held liable for any loss, damage, or claims of any nature, arising from injury, sickness, disease or death caused to or sustained by any animal while under the care of the Stud or the control of its employees or agents.
- 14. If the stallion dies or, for any other reason beyond the control of *NEWMARKET STUD LIMITED*, is unable to serve the mare, this contract shall terminate and *NEWMARKET STUD LIMITED* shall have no liability to the owner/lessee.

Signed by ..... Date: .....

OWNER/LESSEE (Or Agent)

Signed by ..... Date: .....

On behalf of *NEWMARKET STUD LIMITED*