

TIPPERARY EQIUNE PTY LTD

PO Box 468 Young NSW 2594

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SERVICE CONTRACT

STALLION:

OWNER:	
Name:	
Email Address:	
Contact Number:	
Address:	
MARE DETAILS:	
Name of Mare:	
Freeze brand:	
Location of Mare: (Vet/Stud)	
Address:	
AGREED SERVICE FEE:	

IMPORTANT: The Signature that appears herein will be deemed responsible for all costs. Tipperary Equine Pty Ltd reserves the right to revoke applied discounts and charge the Advertised Service Fee if invoice is not paid within 60 days.

I/We accept the Terms & conditions as set out above and on page 2, attached.

Name:

Signature:

Date:

Tipperary Equine Pty Ltd - ABN 65 622 652 733

This Agreement is valid between Tipperary Equine Pty Ltd and the Owner/Lessee of the mare bred under this Agreement, any changes may not be assigned nor transferred without consent of Tipperary Equine Pty Ltd. In the event of a sale of said mare, the service fee, if unpaid, shall immediately become due and payable.

The Owner/Lessee agrees to pay Tipperary Equine Pty Ltd the agreed service fee payable on a positive 42 day pregnancy test. The service fee is to be paid within 30 days upon the issue of an invoice to the Owner/Lessee. If this payment is not received within the due date, an additional fee of \$100 will be charged. If payment is not received within 60 days of the invoice date all discounts will be forfeited and the full advertised service fee will be due and payable to Tipperary Equine Pty Ltd.

The service fee relates to the provision of semen only. Semen collection charges and all other costs incurred at the property where the mare is served shall be the responsibility of the mare Owner/Lessee.

Semen transport costs will be invoiced to the Owner/Lessee and will be payable within 30 days of the invoice date, if this payment is not received within the due date, an additional fees may be charged.

The Owner/Lessee must notify Tipperary Equine Pty Ltd within 14-20 days of the date of service whether or not a pregnancy has resulted. If Tipperary Equine Pty Ltd have not been notified, the Owner/Lessee will be invoiced on 50 days.

All expenses and costs associated with the collection of any overdue amounts shall be borne by the Owner/Lessee on this Agreement. Tipperary Equine Pty Ltd reserves the rights to forward any outstanding invoices to the appropriate Harness Racing Authority or to a debt collection agency in the event that accounts are not paid in accordance with this Agreement.

It is an expressed condition of this Agreement that following the insemination of the mare stated in this Agreement that Tipperary Equine Pty Ltd is granted lien over such mare and any progeny produced as a result of this Agreement. Such lien may be taken to recover a service fee and other costs including interest and collection costs should the Owner/Lessee of the stated mare default on the terms and conditions of this contract.

The Owner/Lessee of the mare bred under this Agreement or any subsequent owner will not be provided a Certificate of Service nor shall be entitled to register the resulting foal with any Harness Racing Authority until such time as all charges due to Tipperary Equine Pty Ltd have been paid and received in full. The undersigned agrees not to breed the mare named in the Agreement to any other stallion during the 2019/20 breeding season without Tipperary Equine Pty Ltd's consent.

Should the stallion for any reason become unfit for service before or during the 2019/20 breeding season, or if the mare stated in the Agreement should become unfit to be served or die, the Agreement shall be considered null and void except in respect of accrued expenses due to Tipperary Equine Pty Ltd. The Owner/Lessee will notify Tipperary Equine Pty Ltd in writing if the mare dies or otherwise becomes unfit to be bred.

Live foal Guarantee: if the mare fails to carry to term and produce a live foal, the owner shall be entitled to a free service to the same stallion for the following season. In the circumstance that the agreed stallion is no longer standing at Tipperary Equine Pty Ltd the following season, the service fee will be refunded less a 25% working fee payable to Tipperary Equine Pty Ltd. Tipperary Equine Pty Ltd must be notified within 14 days of the mares foaling date or the birth of the foal, a veterinarian certificate must accompany all claims.

The Live foal Guarantee will not apply if the service fee is not paid in full within 30 days of the invoice date and/or if the management of the mare during her term of pregnancy or during foaling, is negligent and results in death of the foal.

No claim will be made against Tipperary Equine Pty Ltd nor the stallion owners for any loss or damage which the Owner/Lessee may suffer arising from the death or injury to the mare named in this Agreement.

A completed and signed Tipperary Equine Service Agreement form must be received and approved by Tipperary Equine Pty Ltd prior to the transport of semen.