



## GENERAL TERMS & CONDITIONS APPLICABLE TO LOCHEND STUD'S STALLION SERVICE CONTRACT

- The Service Fee is payable on a positive 42 day pregnancy test unless stated otherwise.
- The Service Fee and any other fees will be payable within 30 days of invoice date and the mare owner agrees that Lochend Stud is under no obligation to offer a free return should the service fee not have been paid by the due date. Interest of 18% per annum will be charged on all accounts not paid within 30 days.
- This contract shall not be assigned nor transferred, and in the event said mare is sold or consigned for sale, the service fee, if unpaid, shall immediately become due and payable.
- Neither Lochend Stud nor its officers, employees shall be liable for any injury, disability or death suffered by any horse, mare or her offspring from any cause whatsoever while in the care, custody or control of Lochend Stud and the undersigned owner/agent specifically waives and releases all and every claim for damages resulting from such injury, disability or death.
- Lochend Stud, at their sole discretion, shall determine the fitness of all mares for breeding. Mare owner agrees that the mare shall be healthy and in sound breeding condition and Lochend Stud reserves the right to conduct any tests for breeding soundness at owner's expense prior to breeding the mare and to cancel this Contract at its discretion, acting reasonably. Positively no blind, chronically lame, vicious or unmanageable mares will be accepted.
- Live Foal Guarantee (LFG) conditions: If after a positive test the mare fails to produce a live foal that can stand and suckle, the owner shall be entitled to a free service to the same stallion with the same mare or substitute by agreement. **A certificate by a qualified Veterinary Surgeon, which identifies the mare and certifies her failure to produce a live foal, must accompany all claims within 14 days of her due foaling date or the birth of the foal.**
- **The Live Foal Guarantee will not apply if:**
  1. The Service Fee has not been paid in full.
  2. If, in the opinion of a qualified veterinarian, the mare's owner is negligent in the management or provision of such management for the mare during her term of pregnancy and/or at the time of foaling, which could contribute to the death of the foal.
- It is the responsibility of the owner of the mare to immediately notify the farm in writing if the mare dies or becomes unfit to be bred prior to or during the breeding season. Should the stallion for any reason become unfit for service before servicing the mare, or if the mare should die or otherwise become unfit to be serviced as evidenced by a written veterinarian certificate, this contract shall be considered null and void except in respect of accrued expenses due Lochend Stud.
- All charges including Service Fees, taxes, veterinary costs, agistment, etc which will accrue to the account of the mare's owner(s) must be settled before the mare is removed from the premises of Lochend Stud.
- Lochend Stud shall not issue a mating certificate pertaining to this breeding until all charges due Lochend Stud from the undersigned owners/agent have been paid in full. Only one mating certificate shall be issued to the owner of the mare who is the subject of this breeding contract.
- Owner/Agent hereby grants to Lochend Stud a lien and security interest in and to the above named mare and any offspring of the mare arising out of this Contract pursuant to service fees and agistment due Lochend Stud. Lochend Stud shall have the right to sell this collateral in satisfaction of its lien in accordance with all applicable laws of the state of New South Wales. The owner of the mare hereby irrevocably appoints Lochend Stud as its attorney to do all acts including exercising its power to sell.
- In the event legal assistance is required to collect charges accruing hereunder, the legal expenses incurred shall be borne by the undersigned owner/agent.

## CONDITIONS APPLICABLE TO TRANSPORTED SEMEN

- The Service Fee relates to the provision of semen only. All other costs including scanning, insemination, vet fees, etc., incurred at the destination of the semen or where the mare is served, is the responsibility of the owner of the mare. It is the Breeder's responsibility to agree to these conditions of service that do not form part of this Contract.
- The owner of the mare agrees to notify Lochend Stud whether or not a pregnancy has resulted 15-18 days after the date of service with the owner being invoiced at 42 days from last date of service if not otherwise notified of a result.
- The owner of the mare or his authorized agent is responsible for the service fee, semen transport freight and container costs.
- Semen transport containers and/or their contents that may have been tampered with or defects detected in semen that may have occurred after leaving the premises of Lochend Stud shall not be the responsibility of Lochend Stud.
- Lochend Stud, in its sole discretion, may refuse to breed any mare using semen transport.