



STALLION SERVICE CONTRACT

This contract between Cherokee Rose Stud PTY LTD of Lancefield Victoria 3435, A.C.N 110 599 927
(Hereinafter referred to as "the company") and

Of _____

(hereinafter referred to as "the owner") records the following terms and conditions agreed between the parties.

- 1 The company agrees to breed the thoroughbred mare _____ to the stallion _____ and the Owner agrees to pay a usage fee of \$ _____ before the 1st August 20____ and upon the mare being tested in-foal upon a 45 day positive pregnancy test, a further \$ _____ shall become due and payable.
- 2 The Owner warrants that the details on the above named broodmare contained in the Service Application form (see over) are true and correct and that the broodmare shall be healthy and in sound breeding condition, this fact to be certified by a qualified veterinarian before the mare is served. The Stud master may, at his absolute discretion, refuse to allow the stallion to serve the mare if he feels this could be in anyway detrimental to the stallion's health or welfare.
- 3 It is further agreed that should the stallion _____ be unavailable for any reason whatsoever before serving the said mare or if the said mare named in this contract dies or becomes unfit to be served, then this contract shall be rendered null and void and the usage fee \$ _____ will be returned to the Owner.
- 4 The Owner agrees to pay all charges applicable to the broodmare and/or progeny for, but not limited to, agistment fees, transport to and from the stud, all treatments, examinations, swabs, and medicines administered whether by the Stud Veterinarian, employees of the Company or others and any other costs incurred by the Company during the broodmare's and/or progeny's stay on Cherokee Rose Stud. Interest at the current commercial rate shall be charged on any service fee or agistment account not paid within thirty (30) days after an account has been rendered. Further to this, any outstanding accounts shall be referred to our partners in receivables management; Knight Dae Australia, for full recovery in accordance with clause 7 of this contract.
- 5 Veterinary services for the Mare/Foal will be conducted at the discretion of the Stud master in consultation with the Stud's veterinarian.
- 6 Full payment of accounts including service fees will provide the mare with a Free Return Service should she not produce a live foal or if the foal does not survive beyond 72 hours of birth. To be ascertained by a veterinarian and eligible on the presentation of a vet certificate.
- 7 It is an express condition of this Agreement that the Company shall have a lien over the mare and/or progeny in respect of any unpaid fees or charges and that the Company shall have power to sell the mare and/or progeny to recover such unpaid fees and charges, should the same not be paid within thirty (30) days after an account has been rendered. In this respect the Owner hereby appoints the Company as the Owner's Attorney with the power to sell the mare and/or progeny if such fees or charges are unpaid as aforesaid and to execute all necessary documents to achieve that end.
- 8 The broodmare and/or progeny shall be under the care of the Company and/or Stud veterinarian whilst at the Stud and may receive such treatments and examinations as they shall in their absolute discretion prescribe. The Company and/or Stud veterinarian shall give all care and attention to the broodmare and/or progeny but shall not be liable for any loss, damage or claims of whatsoever nature howsoever arising from disease, accident, injury, or death cause to or sustained by the above named broodmare and/or progeny whilst under the Company's care or the control of its servants or agents and the Owner shall not be liable to any disease, accident, or injury to the Stallion.
- 9 The broodmare and/or progeny shall be deemed to have been delivered to the Owner upon leaving Cherokee Rose Stud. Insurance of the broodmare and/or progeny shall be the sole responsibility of the Owner at all times. In the case of mares not located at Cherokee Rose Stud the mare owner take full responsibility for arranging a pregnancy test at 45 days after service. The mare owner **must** provide the test result to the stud within 52 days of service by the stallion or the service fee will become payable in full.
- 10 This contract shall not be assigned or transferred by the Owner and in the event that the said mare is sold the Service fee, if applicable, shall immediately become due and payable by the undersigned Owner.

11 Upon arrival at the Stud the mare must be accompanied by her Document of Description and current drench and vaccination dates. If not, the Owner agrees that the Company has the right to administer any vaccinations and/or drenches it deems necessary at the cost of the Owner. Upon foaling, the Owner shall be responsible for preparing and forwarding the appropriate Mare Return to the Keeper of the Studbook.

Dated this _____ day _____ 20 _____

Signed for on behalf of the Company

Signed for on behalf of the Owner

BOOKING FORM

STUD: 81 Bridies Lane, Lancefield Vic 3435 Fax 03 5429 1706
Danny Rose 0418 389 877 Hanna Rose 0407 886 181 Jacki Whelan 0425 827 778

ADMINISTRATION – ACCOUNTS PAYABLE AND RECEIVABLE AND ALL CORRESPONDENCE TO:
PO BOX 8713, ARMADALE VIC 3143

APPLICATION FOR SERVICE TO:

MANNER HILL (AUS) FLORAL PEGASUS (AUS)

For the 2011 Breeding Season

MARE:

Year of Birth..... Sire.....

Dam..... Colour.....

Brands: NS..... OS.....

OWNERSHIP DETAILS - Please provide contact in case of emergency

Owner/s.....

Owner percentages.....

Address.....

Phone..... Fax.....

Mobile..... Email.....

Are you registered for GST? Yes No If yes please provide your ABN

ABN.....

Billing Details (if different from above) Invoices will be issued to the following:

Name.....

Address.....

State.....Postcode.....

BREEDING RECORD

Mare Status (please tick) In Foal Dry Maiden

Year	Covering Stallion	LSD	Result (i/a)

If the mare slipped please state the reason if known.....

The last time your mare received a '2in1' Vaccine?.....

Does your mare carry any type of virus or equine herpes?.....

Does your mare suffer from any ailments or other conditions? If so please state

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Has the mare suffered any problems breeding or foaling in the last 4 seasons? If so please state

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Please provide details of any veterinary or farrier problems or characteristics which may assist the stud in caring for your mare

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SPECIFIC INSTRUCTIONS FROM THE OWNER:

Do you wish to pay the contract veterinary rate this year? Yes No

If not, the vet should invoice you directly on a pro-rata basis.

Is the mare insured? Yes No

Insurance Company (if applicable).....

Do you require a foal insurance certificate to be written at 24 hours?

Yes No

Insurance Company (if applicable).....

If you would prefer mare documents returned by registered post, please state or otherwise DOD will be returned via normal delivery

Yes No

If you would like for us to complete your mare return to the Stud Book, please provide us with your breeder number and we will invoice you for the return fee.

Breeder No

AGISTMENT RATES

Due to the ongoing drought in Victoria, Cherokee Rose Stud has reluctantly increased our agistment rates for the current season as follows, 10% GST applies to these rates:

- Wet mares: \$20 per day
- Dry/Empty mares: \$18 per day
- Weanlings/yearlings: \$17 per day
- Mares under lights: \$25 per day
- Stabling \$25: per day
- Foaling down: \$400
- Weaning: \$350
- Stallion handling fee: \$250
- Optional Vet Contract rate: \$575 Inc GST

Account terms are strictly 30 days and interest does apply after this period in accordance with clause #4 in the Cherokee Rose Stud Stallion Service Contract.

Mare owners please note: All mares will incur a non-refundable 'stallion handling fee'. This fee is applicable to all walk-on, visiting and residential stock. This fee is a one off fee of \$250 regardless of how many times your mare may need to be covered. Mares walking onto the property for service need to be accompanied by their documents of description and the stallion handling fee.

Kilmore Equine Clinic is our preferred veterinary practice. They offer an optional contract rate for the season or pro-rata account. All veterinary accounts are billed separately.

PLEASE COMPLETE AND SIGN THIS DOCUMENT AND SEND TO MAILING ADDRESS OF:
PO BOX 8713, ARMADALE, Vic 3143
PLEASE DO NOT FAX THIS DOCUMENT, WE REQUIRE THE COMPLETED ORIGINAL

Signed..... Date.....

Please Note: Mares will not be covered without accompanying Documents of Description, current swabs, signed nomination contracts and the completion of this form in full. Any mare that has not received herpes vaccinations will require a swab and isolation upon arrival at the stud. Please request a vaccination certificate from your vet if your mare has received her herpes and booster vaccinations, if not, please advise.

PLEASE NOTE: YOUR MARE WILL NOT BE SERVED IF THIS DOCUMENT IS NOT COMPLETED IN FULL AND SIGNED.

Cherokee Rose Stud
81 Bridies Lane
Lancefield Vic 3435
A.C.N 110 599 927