

# STARLIGHT FARM

SPORTHORSE STUD M

## DAMONTEZ LS Service Contract 2010

**2010 Service Fee:** \$1650.00 (Includes one Semen Collection and transportation) ( Live Foal Guarantee) (GST Inclusive)

*(Other charges & fees may apply; such as a foaling fee etc )*

**2010 Booking Fee:** \$400.00 (GST Inclusive) Booking fee is included in the service fee and is non-refundable

Starlight Farm has agreed to accept the mare described below for service by DAMONTEZ LS, upon the following terms and conditions in the 2010 breeding season.

1. The 2010 service fee shall be the sum of \$1650.00, this includes only the first semen collection for the mare and the transportation or insemination cost (mares agisting on Starlight Farm only). The service fee shall be payable without reduction before the first insemination/service date of the mare.
2. The mare owner shall be responsible for and agrees to pay, all veterinary fees and charges and when demanded on the mare and / or the foal.
3. It is the express condition of this agreement that Starlight Farm be entitled to a lien over the mare and/or progeny in respect of any fees for agistment or service of the mare and/or progeny which are outstanding and further Starlight Farm shall have the power to sell the mare and / or the progeny over which such a lien is taken to recover outstanding fees should the same not be paid within ninety (90) days of the account being rendered and in this respect the mare owner appoints Starlight Farm as the Attorney with power to sell the mare and / or foal and / or progeny if such fees are unpaid as aforesaid.
4. Where the mare owner has paid the service fee and the mare does not produce a live foal, Starlight Farm will, on production of a veterinary certificate, to that effect, provide to the mare owner a free return service to that mare in the following season. The live foal guarantee is not applicable when:
  - a) the mare is transported overseas during the term of pregnancy or the mare dies
  - b) full payment of the nomination fee is not made on or before the due date
  - c) the mare owner is negligent in the management of the mare during pregnancy or in foaling
  - d) the mare owner sells the mare
  - e) in the term of pregnancy the mare is not suitably vaccinated against Equine Herpes Virus Abortion
  - f) in the event of the stallion being unavailable the following season the service fee less 10% will be refunded
  - g) The live foal guarantee will expire after the following breeding season and will no longer be redeemable.
5. Should the mare owner require Starlight Farm to keep and care for the mare during the breeding season, then the owner shall be responsible for all veterinary, farrier, agistment, insurance charges incurred during the mare's stay and shall sign an agistment contract with Starlight Farm.
6. The mare will only be serviced at the risk of the mare owner in all respects and Starlight Farm will not accept any responsibility for the loss or injury of the mare or any foetus or foal.
7. Starlight Farm retains the right to breed the mare up until 20<sup>th</sup> December 2010. This date may extend upon consent by both the mare owner and Starlight Farm.
8. Starlight Farm may refuse to allow service of the mare, if she is in the opinion of Starlight Farm's management, unfit for service.
9. Starlight Farm reserves the right to charge interest at a rate of 2.5% per month on the balance of the service fee; payable in terms of this agreement outstanding for more than 20 days from the due date of your bill payment.
10. The client warrants that he / she (or in the case of a limited liabilities company) is the registered owner (or leasee) of the broodmare.
11. The mare owner will provide the mare's document of description to Starlight Farm for identification purposes prior to service of the mare.
12. This contract shall not be assigned or transferred to any other person or mare.

*I have read and accepted the terms and conditions of service. .*

Name of Mare: \_\_\_\_\_

Name of Mare Owner: \_\_\_\_\_

Signed by Mare Owner: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by authorized Starlight Farm representative: \_\_\_\_\_ Date: \_\_\_\_\_

Office Use Only

Contract # \_\_\_\_\_

Ref: \_\_\_\_\_