



Black Orchid Stud
American Saddlebreds and Pintos



NATURAL SERVICE CONTRACT

THIS AGREEMENT is between Black Orchid Stud (named in **item 1** of schedule 1 (**Stud**)) and the individual or entity named in **item 2** of schedule 1 (**Breeder**).

BACKGROUND

- The Stud is the owner of aa Nitro (named and identified in **item 3** of schedule 1 (**Stallion**)).
- The Breeder is the owner or entitled to possession of the mare named and identified in **item 4** of schedule 1 (**Mare**).

THE STUD AND THE BREEDER AGREE:

1. Condition of Mare

The Breeder must ensure that on arrival at the Stud the Mare is:

- halter broken and able to be led;
- currently vaccinated for tetanus and strangles;
- free of illness and disease;
- free of injury, except as disclosed in **item 5** of schedule 1;
- not suffering any impediment to breeding that would be obvious to a reasonable person; and
- totally unshod.

2. Service fee, breeding costs and general lien

- 2.1 The Breeder must pay the service fee specified in **item 6** of schedule 1 and all other costs relating to the service, including agistment of the Mare, when due or requested.
- 2.2 The Breeder grants the Stud a general lien over the Mare, as security for any money owing to the Stud under this agreement and the Stud may detain the Mare until all such money is fully paid.

3. Service of Mare

Subject to the Breeder's compliance with clause 1, the Stud will cause the Stallion to service the Mare the number of times that are likely to result in a positive pregnancy test.

4. Veterinary services

The Breeder authorises the Stud, as agent for and in the name of the Breeder, and at the Breeder's cost, to engage a veterinarian to examine, test or treat the Mare.

5. Service certificate

If the Breeder does not owe any money to the Stud, the Stud will provide the Breeder with a service certificate no later than 28 days after receiving proof of a positive pregnancy of the Mare.

6. Free return

- 6.1 If the free return applies (see **item 7** of schedule 1) then, subject to clause 6.2:
 - the Breeder is entitled to a repeat of the service, on the terms of this agreement;
 - the Breeder may rebook the Mare for the same or next breeding season; and
 - the Stud will not charge a service fee, but the Breeder must pay all other breeding costs.

- 6.2 The free return is conditional on the Breeder:
- (a) giving the Stud a veterinarian's report addressed to the Stud confirming that the Mare failed to produce a live foal (one that stands and sucks) and stating the probable cause;
 - (b) proving to the Stud's reasonable satisfaction that the Breeder did not contribute to the probable cause of the Mare's failure to produce a live foal; and
 - (c) assuming the Mare is alive, the Breeder remaining the breeder of the Mare.

7. Limited liability

The Stud and its employees, agents and contractors are not liable to the Breeder for any claim, cost, damage or loss as a result of, relating to or in any way arising out of:

- (a) death, injury, illness or disease of the Mare or any foal alongside; or
- (b) death of, or harm to, the Breeder,

however caused, including (but not limited to) the negligence or default of the Stud or its employees, agents or contractors.

8. General

- 8.1 The Stud is not obliged to hold or keep current an insurance policy covering death of or injury to the Mare.
- 8.2 The terms of this agreement and any booking form signed by the Breeder constitute the entire agreement of the parties concerning the service. The only enforceable obligations and liabilities are those expressed in or necessarily implied into the agreement and any form. Any prior representations, statements or promises in relation to the service are merged in and superceded by this agreement and the form.
- 8.3 The laws of the State or Territory in which the Stud's premises are located apply to this agreement.

Sign and date last page

SCHEDULE 1

ITEM 1	Stud's name, address, telephone and fax numbers Black Orchid Stud 1645 Prosperity Road, Mount Helena WA 6085 Phone Silvia Kutle 0431 649 571
ITEM 2	Breeder's name, address, telephone and fax numbers
ITEM 3	Stallion's name and identification aa Nitro, Black Tobiano American Saddlebred
ITEM 4	Name and identification of the Mare and any foal alongside
ITEM 5	Pre-existing injuries (if none, say nil)
ITEM 6	Service fee (including GST) \$1200 including booking fee of \$50 (send booking fee with signed service contract)
ITEM 7	Free return: <div style="text-align: center;">Yes</div>

SIGNATURES AND DATE

Signed by or on behalf of the Stud _____ **Date** _____

Signed by or on behalf of the Breeder _____ **Date** _____

Print name of person signing for the Breeder _____