GEISEL PARK STUD

STALLION SERVICE AGREEMENT FOR [INSERT STALLION NAME]

Between Geisel Park Pty Ltd (ABN 89 120 326 874) trading as Geisel Park Stud, Myalup, WA 6220 (**GPS** or the **Stud**)
And '**The Mare Owner**', _____
_____of_____
_____Mobile: _____Email:_____

Whereas GPS has agreed to accept the mare _____owned by The Mare Owner for service to the Stallion **AYSAR / WINNING RUPERT / MANHATTAN RAIN** (cross out whichever is not applicable) ('the **Stallion**') upon the terms and conditions hereinafter appearing.

1. SERVICE FEE

1.1 The Service Fee is $_____including GST and is due and payable within 30 days of invoicing once the mare is confirmed 45 days positive.

1.2 Special Conditions: _____

2. FREE TRANSFERABLE RETURN

2.1 The mare is entitled to a free return to Stallion if the foal fails to stand and suckle within twenty-four (24) hours of birth (and ultimately dies within 7 days) or if the foal is still-born, in both cases to be certified by a practising veterinary surgeon. The free return is only applicable to the year immediately following the service of the said Stallion and is subject to the said Stallion standing at GPS in such year. If the Stallion does not stand at GPS in such year, then this clause does not apply and GPS shall have no further obligation. Should the mare be sold, the free return can be transferred. Similarly, if the mare dies, the Mare Owner can use the free return on another mare owned by same.

2.2 It is a precondition to the obtaining of the free return in the following season that payment of the original Service Fee is made within thirty (30) days of invoicing, this being of the essence, otherwise any right to a free return is null and void.

2.3 No free return shall apply if it is found the mare was not supervised during foaling commensurate with normal foaling practices applicable to a properly run thoroughbred breeding operation in Western Australia.

3. CHARGES

3.1 The Mare Owner agrees to pay all charges, including G.S.T. applicable to the mare and/or progeny for, but not limited to, agistment fees, all treatments, examinations, procedures, operations and medicines administered whether by the Stud Veterinarian, employees of GPS or others, and any other costs incurred by GPS during the mare's and/or any progeny's stay on GPS.

3.2 The Mare Owner agrees to pay all accounts within 30 days of the invoice date. Interest of 10% per annum from the expiry of that period plus collection costs will be applied to all late payments.

3.3 The Mare Owner agrees to pay standard agistment and veterinary charges should the mare reside at GPS for whatever reason, unless agreed otherwise.

4. THE MARE OWNER

4.1 The Mare Owner agrees to lodge all identification/registration documents at GPS before the mare is covered.

4.2 **(For Mares that will be Van Served)** The Mare Owner agrees to supply to GPS before the mare is covered:

a) A clear clitoral and cervical/uterine swab result.

b) Any declaration of illness or malady suffered by the mare at the date of delivery.

4.3 The Mare Owner hereby warrants, covenants and agrees with GPS:

a) That the Mare Owner is the registered Stud Book owner (or if multiple owners, the managing owner) of the mare with full power and authority to enter into each of the provisions of this Agreement.

b) The disclosed breeding history of the mare is true and correct.

4.4 The Mare Owner shall be solely responsible for:

a) The payment of all transport costs of the mare and progeny to and from GPS

b) All insurance arrangements for the mare and/or progeny.

4.5 The Mare Owner acknowledges that upon leaving GPS the mare and progeny shall be deemed to have been delivered to him/her.

4.6 Should the mare leave the Stud before the expiry of the 45 day period, the Mare Owner agrees that it is their responsibility to ensure the 45 day pregnancy certificate reaches GPS within 7 days of the 45 day period (and the Mare Owner shall pay the Service Fee within 30 days of receiving an invoice unless otherwise agreed between the parties as outlined in clause 1). The Mare Owner agrees that should they fail to supply the necessary certificate as outlined in this clause, then the Service Fee shall be payable within 30 days of receiving an invoice.

5. GPS RIGHTS AND OBLIGATIONS

5.1 GPS has the right to refuse service to any mare at its discretion.

5.2 The Mare Owner authorises GPS and/or the Stud Veterinarian to administer such treatments, examinations, procedures and operations as they in their absolute discretion prescribe.

5.3 GPS shall endeavour to provide availability of the Stallion and all care, good husbandry and attention to the mare and/or progeny but shall not be liable for any temporary or permanent unavailability of the Stallion for any reason whatsoever nor for any negligent act or any loss, damage or claims of whatsoever nature or howsoever arising out of this Agreement including without limitation any lack of service of the mare by the Stallion or injury, sickness, disease or death sustained by the mare and/or progeny whilst under GPS's care or the control of its servants or agents or arising following actions taken under clause 5.2 hereof.

5.4 It is an express condition of this Agreement and any agreement of GPS to agist the mare and/or progeny, that GPS shall be entitled to withhold the Certification of Paternity from lodgement at the Australian Stud Book and/or to retain possession of the mare and/or progeny and all documents relating to same as a lienor against all persons for the payment of all outstanding fees and further GPS shall have a pledge over the mare and/or progeny under which pledge GPS shall have the power to sell and give good title to the mare and/or progeny to a third party purchaser in respect of which outstanding fees are owing. The Mare Owner appoints GPS as his Attorney with full power to do all things (including at its discretion branding of progeny) and execute all documents howsoever necessary to affect a sale of passing of title as aforesaid.

6. AGENTS

(If Applicable) This nomination has been booked by _____as Agent and commission of not more than _____% of the Service Fee is payable on receipt of all fees.

It is agreed that the law of the State of Western Australia shall be the law governing this Agreement.

Dated this _____day of_____ 20_____

Signature of Mare Owner (or Agent)	**Signed for and on behalf of Geisel Park Pty Ltd**
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____

Please return this Agreement to Geisel Park Stud via any of the following means:

Stud Address: 136 Pead Road, Myalup WA 6220

Postal Address: PO Box Z5338, Perth WA 6831

Email: gpsaccounts@geiselpark.com.au