



## MARE REPRODUCTIVE CONTRACT ("CONTRACT")

**BETWEEN** SCONE EQUINE HOSPITAL PTY LTD ("SEH") of 106 Liverpool Street, SCONE NSW 2337

**AND** ..... of ..... ("the Mare Owner")

The Mare Owner: Every owner, lessee, syndicate, corporation, trust, other person or manager of any of them and where there is more than one person these terms and conditions will bind all such owners jointly and each of them severally.

In the event that this agreement is executed by an agent or Manager on behalf of the Mare Owner, or a representative or principle on behalf of the Owner if the Owner is an organisation, the undersigned agent, representative or principle hereby unconditionally guarantees the full and prompt payment of the Fees as well as the full and prompt performance by the Owner of any and all other obligations hereunder. The undersigned agent warrants its authority and full disclosure to the Mare Owner (and each of them) of the terms of this contract. The foregoing guarantee and warranty shall remain in effect regardless whether the agent, representative, or principal retains his or her status as such following the execution of this agreement.

**MARE AND OWNER - ADDITIONAL DETAILS:** Stud upon which Mare agisted/resident: ..... ("Property")

Mare Name: ..... ("the Mare") Billing Details: .....

**WHEREAS** SEH has agreed to supply veterinary services to the Mare owned by the Mare Owner **upon the following terms and conditions:**

### 1. TERM and CHARGES

- 1.1 The contract will be valid from the 1<sup>st</sup> August 2016 until 31<sup>st</sup> December 2016 or until the mare is 45 days pregnant ("the Term") in the 2016 stud season.
- 1.2 Mares starting reproductive veterinary work in August and September must have had a properly executed contract and received by SEH by 7 October 2016.
- 1.3 If clause 1.2 is not complied with SEH reserves the right and the Mare Owner consents to SEH applying an administration fee of \$50.00 for each month that reproductive work has been provided.
- 1.4 Once this Contract is executed by the Mare Owner it is binding and the full fee for services as set out in clause 1.6 is payable (even if the Mare achieves a positive pregnancy on the first cycle or first cover).
- 1.5 The Mare owners agree to pay all accounts within 30 days after end of month invoicing. Interest of 2% per month from the expiry of that period calculated daily plus collection costs will be applied to all late payments.
- 1.6 The fee for the services for the Term of this Mare Reproductive Contract shall be \$1130 including GST.

### 2. SERVICES TO BE SUPPLIED BY SEH

- 2.1 In consideration for the payment of services SEH shall during the Term undertake the routine veterinary work referred to in the attached Schedule.
- 2.2 The Mare Owner irrevocably appoints and authorises the manager of the Property where the Mare is resident or agisted to direct and authorise SEH to undertake without limitation any and all veterinary treatment in respect to the Mare and its progeny. If this veterinary treatment falls outside the scope of this Mare Reproductive Contract, but in the opinion of the Property manager is necessary, SEH will carry out this veterinary treatment at the owner's expense. The owner acknowledges it will be liable for these additional veterinary costs.

### 3. HOLD BLAMELESS

The Mare owner acknowledges that:-

- 3.1 the breeding and rearing of thoroughbred mares is a high-risk activity and that the owner has the option to insure against such losses.
- 3.2 follicle and pregnancy testing involves per-rectal examinations of mares, and
- 3.3 these procedures are important in the reproductive management of mares but they carry a small risk of inadvertent serious injury including death to the mare.
- 3.4 approximately 10% of pregnancies result in twins and that these are routinely managed by early identification and reduction to a single pregnancy. This procedure is usually successful but occasionally can result in the loss of both embryos.
- 3.5 SEH is hereby and specifically authorised and instructed by the Mare Owner to undertake reduction to a single pregnancy.
- 3.6 The mare owner accepts the risks in the procedures and the work the subject of this agreement.

### 4. THE MARE OWNER

- 4.1 The Mare owner hereby warrants, covenants and agrees with SEH: -
  - (a) That the Mare owner is the registered Stud Book Owner of the Mare with full power and authority to enter into each of the provisions of this agreement.
  - (b) The Mare Owner has disclosed all relevant veterinary and breeding history of the Mare, that such information is true and correct, and that all relevant matters have been disclosed to SEH which are relevant to the reproductive and treatment history of the Mare.
- 4.2 The Mare owner shall be solely responsible for all insurance arrangements for the Mare or its progeny.
- 4.3 The Mare Owner confirms that attendance upon delivery of the Mare by SEH it is free from disease or infection and is in healthy breeding condition and that all vaccinations are up to date.

### 5. LIEN

It is an express condition of this contract, that SEH shall be entitled to a lien over any Mare or its progeny owned by the Mare Owner in respect of any monies due to (whether or not such monies relate to the Mare) and shall have the power to sell the Mare and/or progeny over which such lien is taken to recover such monies (including any interest there on) and for the purpose of exercising the power of sale referred to herein, the Mare Owner hereby irrevocably appoints SEH as the Mare Owner's attorney with the power to sell the costs incurred by a Solicitor on behalf of in respect to the sale of the Mare or its progeny. The Owner absolutely appoints SEH as their power of attorney to enter any Mare and/or it's progeny for sale at a public sale or auction, to instruct the auctioneers in relation there to and apply the proceeds of its sale to any monies due to SEH, whether or not such monies relate to the Mare.

### 6. RETENTION

Without limiting SEH's rights in respect of a lien or power of attorney SEH shall be entitled to retain possession of the Mare or its progeny, the covering certificates, horse return and documents of description until all monies (including interest) due and owing have been received from the Mare owner.

### 7. NOTICE

Notice given by SEH to the Mare Owner pursuant to this Agreement shall be deemed to be served on the Mare Owner seven days after the posting of such notice in a pre-paid envelope addressed to the Mare owner at the Mare Owner's address aforesaid or such other address notified to by the Mare Owner from time to time in writing as being the address for service of such notices and notwithstanding that any such notice may not be received by the Mare Owner.

**Dated this** ..... **day of** ..... **2016**

Signed by and on behalf of the Mare Owner in the presence of:

Signed by and on behalf of SCONE EQUINE HOSPITAL by its authorised representative:

Signature of Witness

Name of Witness

Print Name of SEH authorised representative



## CONTRACT SCHEDULE

### Inclusions

- Routine reproduction consultations/ palpations
- Routine post foaling flushes
- Routine supplies for examinations (gloves/cotton wool/lubricant)
- Rectal and vaginal examinations
- Reproduction ultrasound examinations
- Caslick operations and repairs
- Intrauterine infusion / irrigation / flush (Neomypen / Penicillin/Gentamycin/Ceftiofur)
- PG/Oxytocin
- Chorulon
- Collection and Laboratory processing of all reproductive swabs
- Emailing of reproductive swab results
- Pregnancy Certificates
- Deslorelin Injection
- Travelling

### Exclusions

- Laboratory services (excluding reproductive swabs)
- Ovuplant
- Regumate/Altrenogest/Cue Mare
- Fertagyl
- Receptal
- Settle
- Prednisolone/Dexamethasone
- Other antibiotics apart from Neomycin/Procaine Penicillin/Gentamicin/Ceftiofur
- Acetylcysteine
- Vaccinations and drenching
- Delivery of foals
- Removal of retained placenta
- Illnesses or injuries which require medical or surgical treatment
- Radiology
- Igg tests or kits
- Taking of blood
- Sedation

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**Please return this agreement to:** Samantha Lindeman at SCONE EQUINE HOSPITAL

106 Liverpool Street, SCONE NSW 2337

PH: 02 6545 1333 E: [samantha.lindeman@sconeequine.com.au](mailto:samantha.lindeman@sconeequine.com.au)