



## **BREEDING CONTRACT**

### **AGREEMENT**

THIS AGREEMENT IS FORMED BETWEEN TOUENS PARK ARABIANS , (HEREIN REFERRED TO AS TPA STUD) AND THE INDIVIDUAL/S NAMED IN THIS CONTRACT (HEREIN REFERRED TO AS THE BREEDER). UPON THE BREEDER SIGNING THIS AGREEMENT OR BOOKING FORM, CONFIRMS THE AGREEMENT OF BOTH PARTIES RELATING TO 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 ANY PRIOR REPRESENTATIONS, STATEMENTS OR PROMISES IN RELATION TO THE SERVICE ARE MERGED IN AND SUPERCEDED BY THIS AGREEMENT AND THE FORM.



Nikki & Scott Shegog  
1301 Singer Road Rochester Vic 3561 Ph: (03) 5482 2648  
[touens@bigpond.com](mailto:touens@bigpond.com) [www.touenspark.com](http://www.touenspark.com)  
ABN:18323103781



## **MARE**

TPA STUD AND THE BREEDER AGREE THAT THE BREEDER WILL ENSURE THAT UPON ARRIVAL AT STUD, THAT THE VISITING MARE:

- ❖ HAS ALL SHOES REMOVED
- ❖ IS UP TO DATE WITH TETANUS AND STRANGLES VACCINATIONS
- ❖ IS SOUND AND FREE OF ANY ILLNESS
- ❖ BE WELL MANNERED
- ❖ BE ACCOMPANIED BY A CURRENT VETERINARY CERTIFICATE VERIFYING CLEAN UTERINE SWAB RESULTS. NO MARES WILL BE SERVED UNTIL SUCH HAS BEEN DONE BY THE BREEDER OR TOUENS PARK ARABIANS.
- ❖ THE BREEDER IS TO ADVISE TPA WHETHER OR NOT THE MARE IS ABLE TO RECEIVE A PG INJECTION IF REQUIRED.
- ❖ BREEDING HISTORY
- ❖ BEHAVIORAL HISTORY

## **SERVICE FEE**

THE BREEDER MUST PAY THE SERVICE FEE AND ALL OTHER EXPENSES INCURRED RELATING TO THE SERVICE OF THE MARE. THIS INCLUDES AGISTMENT AND THE BREEDER AGREES TO PAY WHEN DUE OR REQUESTED BY TPA STUD.

TPA STUD WILL SERVICE THE MARE WITH THE STALLION A NUMBER OF TIMES DURING THE MARES CYCLE WHICH IS LIKELY TO RESULT IN A POSITIVE PREGNANCY RESULT.

TOUENS PARK ARABIANS RESERVE THE RIGHT TO REFUSE SERVICE TO ANY MARE.

**\$200.00 HANDLING FEE (NON REFUNDABLE) IS APPLICABLE TO EACH MARE.**



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**A LIVE FOAL GUARANTEE (LFG) WILL APPLY (SEE CONDITIONS BELOW)**

- ❖ **IF THE MARE DOES NOT PRODUCE A LIVE FOAL (ONE THAT STANDS AND SUCKLES )**
- ❖ **THE BREEDER PROVIDES A VETERINARIAN'S REPORT**
- ❖ **THE BREEDER HAS IN NO WAY CONTRIBUTED TO THE DEATH OF THE FOAL**

**TPA STUD GUARANTEES A RETURN BREEDING IN THE FOLLOWING SEASON, EITHER FOR SAID MARE OR AN APPROVED SUBSTITUTE (IF THE ORIGINAL MARE FOR WHICH THE SERVICE FEE WAS PAID IS UNABLE TO RETURN)**

**TPA STUD WILL NOT CHARGE A SERVICE FEE, HOWEVER THE BREEDER WILL BE RESPONSIBLE FOR ALL OTHER RELATED BREEDING COSTS. A HANDLING FEE WILL STILL APPLY TO EACH MARE.**

**PLEASE NOTE: TOUENS PARK ARABIANS RESERVES THE RIGHT TO DESIGNATE DATES ACCEPTABLE FOR MARES TO BE BROUGHT OR RETURNED FOR SERVICE.**

## **LIEN**

**THE BREEDER AGREES THAT TPA STUD HAS GENERAL LIEN OVER THE MARE AS SECURITY FOR ANY MONEY OWING TO TPA STUD. TPA STUD MAY DETAIN THE MARE UNTIL ALL SUCH MONEY IS PAID IN FULL.**

## **VETERINARY**

**THE BREEDER AUTHORIZES TPA STUD TO ACT ON THEIR BEHALF AND AT THE BREEDERS COST TO EMPLOY A VETERINARIAN TO EXAMINE, TEST OR TREAT THE MARE AS TPA STUD SEE FIT.**

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THIS ALSO MAY INCLUDE COLLECTING A UTERINE SWAB FOR THE CULTURE AND SENSITIVITY CERTIFICATE OF UTERINE HEALTH (ESTIMATED COST APPROXIMATELY \$100.00), AND A PRE-BREEDING SCAN.

TPA STUD WILL ARRANGE WITH THE ATTENDING VETERINARIAN THAT THE BREEDER BE BILLED DIRECTLY FOR ALL APPLICABLE VETERINARIAN COSTS. THESE ACCOUNTS ARE DUE AND PAYABLE WITHIN SEVEN (7) DAYS OF RECEIPT.

## **SERVICE CERTIFICATE**

GIVEN THAT THE BREEDER HAS NO OUTSTANDING ACCOUNTS/MONEY OWING TO TPA STUD A SERVICE CERTIFICATE WILL BE ISSUED ON A POSITIVE 45 DAY PREGNANCY TEST CERTIFIED BY A QUALIFIED VETERINARIAN.

## **BOARD AND AGISTMENT**

UPON THE BREEDER SIGNING THIS BREEDING CONTRACT, THE BREEDER AGREES TO ALL BOARD & AGISTMENT COSTS AT THE CURRENT RATE APPLICABLE AT TPA STUD. AGREED AGISTMENT FEE AS PER 'MARE DETAILS'.

## **REGISTRATION PAPERS**

A PHOTOCOPY OF BOTH SIDES OF THE MARE'S REGISTRATION CERTIFICATE MUST ACCOMPANY THIS BREEDING CONTRACT.

## **HEALTH & GENERAL CARE**

AS ROUTINE WORMING TAKES PLACE AT TOUENS PARK ARABIANS, ANY MARES AND FOALS AT TOUENS PARK ARABIANS WILL BE INCLUDED IN THE WORMING PROGRAM AND CHARGED TO THE MARE OWNER'S/LESSEE'S ACCOUNT.



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## **INDEMNITY CLAUSE**

THE TIME THAT THE MARE IS IN THE CUSTODY OF TPA STUD, NEITHER TPA STUD, NOR ANY OF THEIR AGENTS OR EMPLOYEES, CONTRACTORS, VETERINARIANS OR FARRIERS SHALL BE LIABLE TO THE BREEDER FOR ANY:

- ❖ SICKNESS, INJURY, DEATH OR DISEASE OF THE MARE (AND APPLICABLE ALSO IF FOAL AT FOOT)
- ❖ THEFT
- ❖ INJURY, DEATH OR ILLNESS TO THAT OF THE BREEDER HOWEVER CAUSED, INCLUDING AND NOT LIMITED TO, THE NEGLIGENCE OR DEFAULT OF TPA STUD OR ITS EMPLOYEES, AGENTS OR CONTRACTORS.

## **INSURANCE**

TPA STUD RECOMMENDED ALL MARES & FOALS AT FOOT ARE INSURED PRIOR TO THEIR ARRIVAL AND IS THE RESPONSIBILITY OF THE BREEDER. TPA STUD IS NOT RESPONSIBLE FOR ENSURING INSURANCE POLICIES ARE KEPT CURRENT AND UP TO DATE.

## **GELDING POLICY**

ANY PURE ARABIAN MARE WHICH PRODUCES A COLT FOAL WILL BE ELIGIBLE FOR A DISCOUNTED RETURN SERVICE (NOT APPLICABLE TO DONATED OR SPONSORSHIP SERVICES) PROVIDING THAT THE COLT FOAL IS REGISTERED AS A GELDING. PROOF OF REGISTRATION MUST BE PRESENTED AND/OR A GELDING CERTIFICATE FROM A QUALIFIED VETERINARIAN.

## **DEPARTURE**



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MARE OWNERS/LESSEES ARE TO NOTIFY TOUENS PARK ARABIANS AT LEAST 24HRS PRIOR TO PICKING UP THE MARE ON WEEKDAYS AND 48HRS PRIOR ON WEEKENDS.

## STUD DETAILS

TOUENS PARK ARABIANS

1301 SINGER ROAD

ROCHESTER VICTORIA 3561

PHONE: (03) 54862648 MOBILE: 0407417970 / 0447199074

EMAIL: [TOUENS@BIGPOND.COM](mailto:TOUENS@BIGPOND.COM)

[WWW.TOUENSPARK.COM](http://WWW.TOUENSPARK.COM)

## BREEDERS DETAILS

NAME:

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ADDRESS:

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PHONE:

MOBILE:

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EMAIL:

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## STALLION DETAILS

NAME:

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REGISTRATION:

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## MARE DETAILS

NAME:

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IDENTIFICATION:

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REGISTRATION:

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CYCLE HISTORY:

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SERVING HISTORY:

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Applicable Agistment Fee: \$ \_\_\_\_\_ per day \$ \_\_\_\_\_ per week

Handling Fee: \$200.00 non refundable

Other Mare information:

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*\*\* DO NOT FEED YOUR HORSE TO RICE AND RICE FLORID WORMS IN 2012 MUST BE PAID FOR PARASITING AND ARE NOT REFUNDABLE UNDER ANY CIRCUMSTANCES. L.I.G. (Lion Foul Guarantee) APPLIES\*\**

*Thank You for choosing to use  
a Touens Park Stallion*



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