

WELLFIELD LODGE

ALAMOSA

2009 Service Contract

BETWEEN Wellfield Holdings Limited (T/A Wellfield Lodge) on behalf of the
ALAMOSA Syndicate

AND

WHEREAS Wellfield Holdings Limited has agreed to accept the mare _____
for service to the stallion **ALAMOSA** under the terms and
conditions herein appearing:

1. A service fee of \$27,500 (Twenty Seven Thousand Five Hundred dollars) plus GST will be invoiced to the Mare Owner on a 42 day positive pregnancy test to be carried out by a qualified veterinary surgeon and is payable by the 20th of the month following invoice.
2. If the mare is removed from Wellfield Lodge prior to 42 days following the date of the last service to the mare, the mare owner must within 55 days of that last service provide the stud with a certificate from a veterinarian stating whether or not the mare was pregnant on a date at least 42 days following the last service date. If the mare owner fails to comply with this clause the service fee for the mare is due and payable to Wellfield Lodge.
3. A Live Foal Guarantee exists by way of a free return service if the foal is not carried to full term, is born dead, or dies within 24 hours and has not stood or suckled. The mare owner warrants that all reasonable care will be taken to avoid invoking this right, and that any foal born will be born at a recognized stud. The free return is not transferable by the mare owner to another person, does not apply if the mare dies, if there is a change of ownership of the mare, or if the mare owner fails to pay the service fee to Wellfield by the due date.
4. If a mare is tested negative on a 42 day test but is subsequently found to be in foal the Mare Owner must notify Wellfield Lodge immediately. An invoice for the service fee will be rendered and the same terms for payment as in the original service contract will apply.
5. If prior to the service fee and associated costs being paid, a mare is sold in foal either privately or at auction, the Mare Owner gives authority for Wellfield Lodge to provide the agent or sales company with details of the unpaid account and the Mare Owner expressly authorises the agent or sales company to deduct such unpaid amount from the sales proceeds and to pay the set amount direct to Wellfield Lodge.
6. In the interest of stallion and mare hygiene Wellfield Lodge reserves the right to withhold service.

7. The Mare Owner is responsible for and will pay all veterinary fees and charges on the mare and foal. The mare and/or progeny shall be under the care of Wellfield Lodge and/or the Stud Veterinarian while at the stud and may receive such treatments and examinations as they shall in their absolute discretion prescribe.
8. **OTHER CHARGES:**
Foaling Fee \$450 + GST
Agistment Daily Rate:
Broodmares: Grazing only (with or without foal) \$14.00 + GST
Broodmares: Grazing/Hard Fed (with or without foal) \$21.50 + GST

PAYMENT

The mare owner shall be invoiced at the first day of each month for all mare care charges. Said Invoices are to be paid in full and received by the stud by the 20th of the month. The stud reserves the right to impose, after 10 days from the date payment is due, to charge interest at the rate of 10% per month for all unpaid sums. The stud shall have a lien against the mare and any foal at side, and the produce of the mating which is the subject of this agreement until such time as any and all charges are paid in full. Said lien shall survive any transfer of possession, and the mare owner also agrees that the stud is entitled to recover any costs, interest, expenses and attorney's fees expended in the collection of the said debt.

9. The Mare Owner will supply Wellfield Lodge with the full completed **Mare Profile** prior to the mare's arrival at Wellfield Lodge.
10. The Mare Owner agrees that the mare, if in foal, will be salmonella inoculated one month prior to her foaling date, and unless confirmation is provided that EHV and Strangles/Tetanus inoculations are up to date, they will be done upon mare's arrival, at owner's expense. If the mare is difficult to breed, or has any vices, these must be notified at the time of arrival.
11. In special cases when the mare and/or foal has to be boxed and/or supplementary fed for veterinary or other reasons then an extra charge will be made over and above the normal daily charges.
12. The Mare Owner will ensure that the mare is correctly attended by a blacksmith immediately before her arrival at Wellfield Lodge.

13. Wellfield Lodge will provide all care, good husbandry and attention to the mare and/or progeny (e.g. expertise, attention to feet, teasing, mating, general health etc) and shall not be liable for any loss, damage or claims of whatsoever nature or howsoever arising from injury, sickness, disease or death caused to or sustained by the mare and/or progeny whilst under the care of Wellfield Lodge or the control of its servants or agents.

14. INSURANCE – Wellfield Lodge will not undertake any responsibility for insuring a mare and/or foal. It is the responsibility of the Mare Owner to organise a veterinary certificate for insurance directly with Totally Vets, Palmerston North ph. 06 356 5011, fax 06 353 6005.

15. This contract shall not be assigned or transferred to any other person or mare.

Signed by

MARE OWNER (or Agent) _____

Date _____

Signed on behalf of

WELLFIELD LODGE _____

Date _____