

NZ-AGReqc11

## **Stallion service agreement**

**Date of agreement:** [Date]  
**Stallion Owner name and address:** [Name] and [Address]  
**Stallion Owner telephone:** [Number]  
**Mare Owner name and address:** [Name] and [Address]  
**Mare Owner telephone:** [Number]

**It is now agreed as follows:**

## **1. Entire agreement**

This agreement is the entire agreement between the parties and the Mare Owner does .

## **2. Service fees**

- 2.1. The Reservation Fee is \$ [amount].
- 2.2. The Stud Fee is \$ [amount], the .
- 2.3. The Livery Charge and services are set 1 .

## **3. Stallion Owner warranties**

The Stallion Owner warrants that the Stallion information :

- 3.1. Registered name:
- 3.2. Passport number:
- 3.3. Passport issuing authority:
- 3.4. Other breed or registration information:
- 3.5. The Stallion is registered as a stallion suitable for [ ].

## 4. Mare Owner warranties

The Mare Owner warrants that:

- 4.1. he is the legal owner of the Mare and knows of no reason why she should ;
- 4.2. the registered name of the Mare is:
- 4.3. the Passport number of the Mare is:
- 4.4. the Passport issuing authority is:
- 4.5. Apart from routine treatments compulsory in New Zealand, the Mare has been treated with no medication in the previous twelve months, which could be identified as a banned .
- 4.6. The Mare now carries no infectious .
- 4.7. The Mare has not at any time suffered any disease or condition which might ;
- 4.8. the Mare is quiet to handle and manage;
- 4.9. apart from routine or precautionary treatment, the Horse has suffered no condition requiring veterinary treatment (whether or not such treatment ) [ 12 ] ;
- 4.10. in the interests of safety, he will not come to the Farm without a specific appointment. If he has an , .
- 4.11. Upon arrival at the Farm of the stallion owner, : - , .

## 5. The Reservation Fee

- 5.1. The Mare Owner agrees to pay the Reservation Fee to the Stallion .

- 5.2. The Reservation is .
- 5.3. The Reservation Fee / .
- 5.4. The Stallion Owner may cancel and terminate this agreement [ ] .
- 5.5. The Stallion Owner may cancel and terminate this agreement at any ,  
:  
5.5.1 he will be ;  
5.5.2 his progeny will be healthy; or  
5.5.3 his progeny will .

## 6. Sale of semen and payment arrangements

- 6.1. Subject to the terms of this agreement, the Stallion Owner ,  
.
- 6.2. The Mare Owner may not substitute a different mare
- 6.3. Delivery will be by [direct / artificial] insemination on the Farm of  
(" ").  
[ ] [ ] /  
]
- 6.4. In addition to the Stud Fee, the  
1 .
- 6.5. After Service of the Mare by the Stallion,  
 ,  
.

## 7. The Service certificate

7.1. Within [14] days of all payments

7.2. the name of the Stallion;

7.3. all relevant registration information of the Stallion;

7.4. the name of the Mare;

7.5. the date of Service;

7.6. The terms relating to the rights of

## 8. Live foal guarantee provision

The following terms apply to this agreement and will be re-stated in

8.1. No fee shall be payable for a second

8.2. If the Mare shall not become pregnant, or shall abort the foetus,

8.3. If the Mare Owner advises the Stallion Owner that the Mare is not in foal, [ 1st ],

8.4. If the Mare Owner requires a second Service

8.5. If the Mare Owner does not require a second Service in any event, he may send to the Stallion Owner

8.6. If the Mare fails to give birth to a live foal

## **9. Veterinary call out**

If in the absolute discretion of the Stallion Owner, it is necessary to call a vet to attend

## **10. Disclaimers and limitation of liability**

10.1. So far as possible the stallion will be fully booked each year. The stallion owner tries to ensure that all mares are covered as soon as possible after arrival

10.2. No guarantee is given by the Stallion Owner that any particular

10.3. In the absence of negligence by the Stallion Owner, the Mare is at the risk of the

10.4. Each horse has a different personality and behaves in its own way

10.5. We are never responsible for the careless

10.6. We accept no responsibility

10.7. Except in the case of death or personal injury, our total liability under this agreement,  
\$ [ 10 , 000 ].

10.8. We are under no obligation to insure anything

10.9. We shall not be

10.9.1 indirect or consequential loss; or

10.9.2 economic loss or other loss of turnover,

10.10. ( )  
( )

## 11. Miscellaneous matters

11.1.

11.2.

11.3.

11.4.

11.5.

11.6.

It shall be deemed to have been delivered:

;

72

24

11.7.

11.8.

11.9.

### Signed by the parties

Mare Owner

Signature

Stallion Owner

Signature



## Schedule 1: Services and prices

	:	.	
,	.	,	.
<b>Full livery</b>			
<b>Horses</b>		<b>\$125</b>	<b>per week</b>
<b>Ponies</b>		<b>\$95</b>	<b>per week</b>
Includes daily provision of;			
loose box / stable			
one bale of shavings			
hay as your horse requires			
parking space for lorry or trailer			
standard portions of hard feed;			
feeding and watering twice each day;			
turnout (except in very wet weather);			
grooming 15 minutes each day;			
<b>additional bedding according to work;</b>			
rug management;			
daily health assessment.			
Additional items (when not already included)			
12	,		\$
20	,	,	\$

## Explanatory notes:

### Stallion service agreement

## General notes

1. This is an agreement which needs no witnesses to the signatures. **It is not valid unless dated.** You should prepare two copies and , .
2. This agreement is drawn as a possible model. Every business is different. You can safely change .
3. If a customer “does something stupid” and someone is injured as a result, it is likely that you will be absolved from blame if you have taken reasonable precautions against such an occurrence, such as specifying in this agreement how your customers should behave. If a customer then acts in , .

## Paragraph specific notes

### Notes on specific paragraphs

The Facilities list: your exclusions from legal liability depend on your including here **all facilities** .

#### 1. Entire agreement

So no-one can say “You told me on . . .”

#### 2. Service fees

By placing these items prominently at the start of the document, it is unlikely that you .

#### 3. Stallion Owner warranties

The word “warranty” has no more legal effect than any other promise, but it is perceived .

#### 4. Mare Owner warranties

The stallion owner will want to know not only the simple identity of the mare but to have enough information to be able to make a decision as to whether he wishes to

**5. The Reservation Fee**

By providing for a reservation fee, the stallion owner can schedule visits from mares so as to provide an even flow,

**6. Sale of semen and payment arrangements**

As in any buying agreement it is important to

We provide the option

This paragraph also provides an opportunity to

**7. The Service certificate**

We prefer the “duplicate” provision of a certificate of service.

**8. Live foal guarantee provision**

The note on service certificate applies

**9. Veterinary call out**

If you have to call the

**10. Disclaimers and limitation of liability**

Self explanatory protection for you.

**11. Miscellaneous matters**

A number of special points. We have identified each of these as

### **The Schedules**

We have no comments on these.

**End of notes**