



2009/2010 BOOKING FORM FOR STALLION SERVICE & AGISTMENT

196 Browns Road NAGAMBIE VIC 3608

Ph: 0458 477 486 OR 1300 HRS HVN Fax: 03 5826 2221

Email: hrshvn@aldebaranpark.com Website www.aldebaranpark.com

OWNER/LESSEE DETAILS		
Title:	Surname:	First Name/s:
Address:		
Suburb/Town:	State	Postcode
Email:		
☎ Home	☎ Work	
☎ Fax	☎ Mobile	
GST Reg: Yes <input type="checkbox"/> No <input type="checkbox"/>		ABN No:
BOOKINGS		
Mare Name:		Brand:
Sire		Dam:
Stallion Requested		Service Fee (incl GST)
Place of Service: Aldebaran Park <input type="checkbox"/>		Other <input type="checkbox"/> Name of Insemination Site (Stud/Vet)
In Foal? Yes <input type="checkbox"/> No <input type="checkbox"/> Last Date Service:		Phone:

If your mare(s) is foaling down at Aldebaran Park, please ensure that you have sent the Certificate of Service to Aldebaran Park. All foals will be notified to Harness Racing Victoria unless previously advised in writing. The terms and conditions following apply to this contract. When the mare owner(s) or authorised agent and Aldebaran Park have signed this contract it will then be binding on both parties subject to the Terms and Conditions given overleaf.

In signing this contract I certify that I am a registered owner of the mare, or have authority to enter into this contract on behalf of the owner(s). I accept the Terms and Conditions given overleaf, and take full responsibility for the service fee.

Signed by Owner or authorised agent: _____ Date: _____

Signed by Aldebaran Park Pty Ltd: _____ Date: _____

PLEASE ENTER YOUR CONTACT AND BOOKING DETAILS, SIGN THIS FORM AND RETURN IT TO US AND RETAIN PAGE 2 OF THIS AGREEMENT FOR YOUR RECORDS



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TERMS AND CONDITIONS OF SERVICE

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1. The Stud

- a) Aldebaran Park has the right to refuse service to any mare at any time at their sole discretion.
- b) The Breeder (The broodmare owner(s) or authorized person signing this contract) hereby acknowledges that it is their responsibility to understand and agree to the terms and conditions of this contract-and the onus is on the breeder to be familiar with the stud's charges and terms and conditions of service. No variation or addition to these terms shall be recognized by the stud unless it has been formally agreed by both parties in writing.
- c) The stud does not make any representations regarding a stallion's fertility, including but not limited to its ability to breed or its ability to cause a mare to become pregnant.
- d) Aldebaran Park accepts no responsibility for any defects detected in the semen that have occurred after the semen has left the premises.
- e) By signing this contract the breeder certifies that they are the owner of the mare/s or have the authority to enter into this contract on behalf of the owner/s. They accept the terms and conditions and take full responsibility for payment of the service fee and associated costs.

2. Service Fees

- a) The service fee relates to the provision of semen only. All other costs incurred at the property where the mare is served are the responsibility of the breeder and will be invoiced by the stud concerned. This includes stud veterinary fees, agistment costs and commissions.
- b) Three (3) pregnancies service fee discounts apply to paying service fees only and not agistment, veterinary, working fees, etc.
- c) Return service, free services or service credits won (whether full or partial) do not count towards a discount on another mare booked.
- d) Multiple mare service fee discounts where provided are applicable only if the required number of mares have a final positive test and all service fees are paid in full within our trading terms.
- e) Any discount offered will be forfeited if payment is not made within our trading terms and the full service fee will be charged.
- f) This agreement shall not be assigned in the event of the mare being sold or consigned for sale and the service fee shall immediately become due and payable.
- g) The breeder shall not be entitled to register the foal with the Australian Harness Racing Council until payment of all money owed in this contract.
- h) A standard semen delivery charge of \$90.00 plus GST will be incurred for your delivery of semen regardless of destination.

3. Payment

- a) Payment for all service fees must be made within 30 days of receipt of invoice.
- b) Forfeit of free return service will apply if not paid within thirty (30) days of receipt of invoice.
- c) Any error in, or dispute with, the contents of an invoice/statement shall be notified in writing by the breeder to Aldebaran Park within 21 days of the date of invoice. Amounts remaining unpaid after the end of the month following the date of invoice will incur interest at the rate of 2% per month, which sum or sums shall be payable by the breeder in addition to all costs of recovery incurred. An overdue accounts service charge of \$20.00 per mare per month will apply on all accounts outside these trading terms irrespective of whether interest at 2% per month has been charged.
- d) In the event the mare has left the semen base and is due to be pregnancy tested she will be treated as in foal from the date of last service and the service fee charged as per a positive test unless a negative pregnancy veterinary certificate is supplied. The owner agrees to notify the stud of pregnancy results 18-20 days after the date of service. The owner will be invoiced on 42 days if not otherwise notified of a result.
- e) Aldebaran Park, their agents, or any other service provider shall be entitled to a lien over the mare and or progeny in respect to any fees outstanding and shall have the power to sell the mare or progeny to recover an outstanding account.
- f) Aldebaran Park reserves the right to forward any outstanding accounts to the appropriate Harness Racing Authority in the event accounts are not paid.
- g) The owner shall not be entitled to register the foal with Harness Racing Authority until such time as the Owner has paid the Stud moneys owed to the Stud related to the breeding of that foal.
- h) All Owners and signatories to this Agreement shall have joint and several liability for all amounts due under this Agreement.
- I) This Agreement shall not be assigned in the event of the mare being sold or consigned for sale. The service fee shall immediately become due and payable.

4. Life Foal Guarantee

- a) A return service will be offered to the breeder only.
- b) Aldebaran Park shall not provide return service provisions in the event they are not the recipient of the service fee.
- c) A return service will be provided only if the service fee was **paid within thirty (30) days of invoice date**.
- d) A return service will be provided if the mare proves not to be in foal or slips a foal or has a dead foal or the foal dies within seven (7) days of foaling provided that Aldebaran Park or their Australian agents are notified by phone, time being of the essence at the time of death and confirmed in writing within fourteen (14) days of the foals death and such notification is accompanied by a veterinary certificate.
- e) A return service must be used in the next year immediately following the year of service. Provision of the return service is deemed to be complete once the mare has a 42 day positive test unless otherwise agreed by Aldebaran Park.
- f) In the event the stallion is unavailable the original service fee shall be refunded by the registered stallion owner or lessee of the stallion, less expenses and fees incurred by the stud. A replacement Aldebaran Park Sire may be used and any difference of service fee paid as in 3a.
- g) A return service will not apply if the breeder is negligent in the management or provisions of such management for the mare during her term of pregnancy and at the time of foaling which could contribute to the death of the foal.
- h) Return service mares shall be liable for a \$330.00 administration fee.