

BOOKING FORM

Contact Us

Shane Murphy, Mountain View Stud, ABN 13 970 463 983

284 Britts & Howards Roads, Dunnstown. Victoria. 3352

Phone 0407 647 454 Fax (03) 5334 7101

Email: mountainviewstud@hotmail.com

Website: mountainviewstud.com.au



Breeder		
Full Name of Breeder:		
Full Billing Address:		
Phone (H):	Mob:	Work:
Fax :	Email:	

Mare	
Mare Name:	Freeze Brand :

Stallion	
Stallion Requested:	Service Fee : \$

Semen Base Details	
Farm/Semen Base:	Location:
Name of inseminator:	Phone:

Comments

In signing this contract the breeder certifies that they are the owner of the mare or have the authority to enter into this contract on the behalf of the owner and accept the terms and conditions taking full responsibility for all fees and charges incurred.

The Breeder and Stud agree to the terms and conditions of this contract overleaf;

NB: Mountain View Stud Stallion Service Agreement MUST be signed before semen will be sent

Signed by breeder _____ Date _____

Signed for and on behalf of Mountain View Stud _____ Date _____

A booking is only valid when the Stallion Service Agreement is signed by Mountain View Stud or their agent. The Stallion Service Agreement must be returned to the Stud or its Agent within 3 weeks of the date indicated below to ensure the booking is held

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Terms and conditions of service

1. The Stud

- a) Mountain View Stud 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.

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) Multiple mare service fee discounts apply to paying service fees only and not agistment, veterinary, working fees etc.
- c) Return services, 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.

3. Payment

- a) Payment for all service fees must be made within 30 days of receipt of invoice.
- b) An overdue account service charge of \$20.00 per month will apply on all accounts outside these trading terms.
- c) Any error in, or dispute with, the contents of an invoice/statement shall be notified in writing by the breeder to Mountain View Stud 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.
- 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) Mountain View Stud, their agent, 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) Mountain View Stud reserves the right to forward any outstanding accounts to the appropriate Harness Racing Authority in the event accounts are not paid.

4. Live Foal Guarantee

- a) A return service will be offered to the breeder only.
- b) Mountain View Stud 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 30 days of the 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 7 days of foaling provided that Mountain View Stud are notified by phone, time being of the essence at the time of death, and confirmed in writing within 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 Mountain View Stud.
- f) In the event the stallion is unavailable the original service fee may be credited towards another Mountain View Stud stallion or refunded by the registered stallion owner or lessee of the stallion, less all expenses and fees incurred by the stud.
- g) A return service will not apply if the breeder is negligent in the management or provisions of such management for the mare