



# COBBITTY EQUINE FARM

PO Box 157, Cobbitty NSW 2570. ABN15275235112

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## COBBITTY EQUINE FARM - ABN 15275235112 - GENERAL TERMS & CONDITIONS

1. This Agreement and any changes hereunder may not be assigned nor transferred without the written consent of Cobbitty Equine Farm. It is valid only between Cobbitty Equine Farm and the Owner/Lessee (person liable for the account) of the mare(s) bred under this Agreement. In the event said mare is sold or consigned for sale, the service fee, if unpaid, shall immediately become due and payable.
2. Should the stallion for any reason become unfit for service before or during the 2021/22 breeding season, or if the mare stated in the Agreement should become unfit to be served or die, the Agreement shall be considered null and void except in respect of accrued expenses due to Cobbitty Equine Farm. The Owner/Lessee will notify Cobbitty Equine Farm in writing if the mare dies or otherwise becomes unfit to be bred, this needs to be supported by a veterinarian certificate.
3. The owner(s) of the stallions nor Cobbitty Equine Farm, make any representations as to the stallion's fertility, including but not limited to, its ability to cause a mare to become pregnant.
4. The Owner/Lessee agrees to pay Cobbitty Equine Farm the agreed service fee payable on a positive 42 day pregnancy test unless otherwise stated/agreed. The service fee is to be paid within 30 days upon the issue of an invoice to the Owner/Lessee. If this payment is not received within the due date, all discounts will be forfeited and the full advertised service fee will be due and payable to Cobbitty Equine Farm within 30 days of the invoice date.
5. All expenses and costs associated in connection with the collection of any overdue amounts hereunder shall be borne by the undersigned Owner/Lessee on this Agreement. Cobbitty Equine Farm reserves the rights to forward any outstanding invoices to the appropriate Harness Racing Authority or to a debt collection agency in the event that accounts are not paid in accordance with this Agreement.
6. It is an expressed condition of this Agreement that following the insemination of the mare stated in this Agreement that Cobbitty Equine Farm is granted lien over such mare and any progeny produced as a result of this Agreement. Such lien may be taken to recover a service fee and other costs including interest and collection costs should the Owner/Lessee of the stated mare default on the terms and conditions of this contract.
7. The Owner/Lessee of the mare bred under this Agreement or any subsequent owner will not be provided a Certificate of Service nor shall be entitled to register the resulting foal with any Harness Racing Authority until such time as all charges due to Cobbitty Equine Farm have been paid and received in full. The undersigned agrees not to breed the mare named in the Agreement to any other stallion during the 2021/22 breeding season without Cobbitty Equine Farm's consent.
8. Live foal Guarantee (LFG) conditions: If the mare fails to carry full term and produce a live foal, one that can stand and suckle, the owner shall be entitled to a free service to the same stallion for the following season. In the circumstance that the agreed stallion is no longer standing at Stud the following season, the service fee will be refunded less a 25% working fee payable to Cobbitty Equine Farm. For this to be agreed upon a veterinarian certificate must accompany all claims, and as such Cobbitty Equine Farm must be notified within 14 days of the mares foaling date or the birth of the foal.
9. The LFG will not apply if the service fee is not paid in full within 30 days of the invoice date and/or if the management of the mare during her term of pregnancy or during foaling, is negligent and results in death of the foal.
10. No claim will be made against Cobbitty Equine Farm nor the stallion owners for any loss or damage which the Owner/Lessee may suffer arising from the death or injury to the mare named in this Agreement as a result of breeding.
11. Cobbitty Equine Farm may offer discounts to the advertised service fee. If payment terms are not met for payment of all invoices including but not limited to the agreed service fee and semen transport fees, such discounts will be forfeited and the full advertised service fee charged.
12. Semen transport costs will be invoiced to the Owner/Lessee separately and will be payable within 7 days of the invoice date. The Owner/Lessee must notify Cobbitty Equine Farm whether or not a pregnancy has resulted 14-18 days after the date of service.
13. The service fee relates to the provision of semen only. Semen collection charges and all other costs incurred at the property where the mare is served shall be the responsibility of the mare Owner/Lessee.
14. Semen will not be transported or provided until a signed and completed Stallion Service Agreement form has been received and approved by Cobbitty Equine Farm.
15. Any defects detected in the semen that have occurred during transportation from Cobbitty Equine Farm to the premises of the stated mare, will not be borne by Cobbitty Equine Farm.
16. All prices on this document are inclusive of GST.

*This form must be signed before semen is sent. Please download the semen order form once completed and email or fax to Cobbitty Equine Farm, see details above.*