

Thoroughbred Mare Reproductive Consent for Service 2019-20 Season

Between MURRAY VETERINARY SERVICES PTY LTD ("MVS") of 92 Fishermans Rd, Coolup, WA 6214

and _____ of _____ ("The Mare Owner")

The Mare Owner: Every Owner, lessee, syndicate, corporation, trust, other person or manager of any of them and where there is more than one person these terms and conditions will bind all such owners jointly and each of them severally.

In the event that this agreement is executed by and agent or Manager on behalf of the Mare Owner, or a representative or principal on behalf of the Owner if the Owner is an organization, the undersigned agent, representative or principal hereby unconditionally guarantees the full and prompt payment of the Fees as well as the full and prompt performance by the owner of any and all other obligations hereunder. The undersigned agent warrants its authority and full disclosure to the Mare Owner (and each of them) of the terms of this contract. The foregoing guarantee and warranty shall remain in effect regardless whether the agent, representative, or principal retains his or her status as such following the execution of this agreement.

MARE AND OWNER – ADDITIONAL DETAILS

MARE NAME: _____ ("The Mare")

Stud upon which Mare agisted/resident _____ ("Property")

BILLIING DETAILS:

Name: _____

Address: _____

Email: _____

Phone: _____

WHEREAS MVS has agreed to supply veterinary services to the Mare Owner upon the following terms and conditions:

1. TERMS ANDS CHARGES

- 1.1 The contract will be valid from the 1st August 2019 until 31st January 2020 ("The term")
- 1.2 The mare owners agree to pay all accounts within 30 days after the end of month invoicing. Account keeping fees of 5% per month from the expiry of that period calculated daily plus the collection costs will be applied to all late payments.
- 1.3 The fee for the services for the Term of this Mare reproductive agreement shall be **pay per service**

2. SERVICES TO BE SUPPLIED BY MVS

- 2.1 In consideration for the payment of services MVS shall during the Term undertake routine reproductive veterinary work and services.
- 2.2 The Mare owner irrevocably appoints and authorises the manager of the property where the Mare is resident or Agisted to direct and authorise MVS to undertake without limitation any and all veterinary treatment in respect to the Mare and its Progeny. If the scope of the veterinary work falls outside of routine Mare reproductive services, but in the opinion of the property Manager is necessary, MVS will carry out this veterinary treatment at the owners expense. The owner acknowledges it will be liable for these additional veterinary costs.

3. HOLD BLAMELESS

The mare owner acknowledges that: -

- 3.1 The breeding and rearing of thoroughbred mares is a high risk activity that the owner has the opinion to insure against such losses
- 3.2 Follicle and pregnancy testing involves per-rectal examinations of mares, and
- 3.3 The procedures are important in the reproductive management of mares but they carry a small risk of inadvertent serious injury including death to the mare
- 3.4 Approximately 10% of pregnancies result in twins and that these are routinely managed by early identification and reduction to a single pregnancy. This procedure is usually successful but occasionally can result in the loss of both embryos.
- 3.5 MVS is hereby and specifically authorised and instructed by the Mare Owner to undertake reduction to a single pregnancy.
- 3.6 The mare owner accepts the risks in the procedures and the work the subject of this agreement.

4. THE MARE OWNER

- 4.1 The Mare owner hereby warrants, covenants and agrees with MVS:-
 - 4.1.1 That the mare owner is the registered Stud Book Owner of the Mare with the full power and authority to enter into each of the provisions of this agreement.
 - 4.1.2 The Mare Owner has disclosed all relevant veterinary breeding history of the Mare, That such information is true and correct, and that all relevant matters have been disclosed to MVS which are relevant to the reproductive and treatment history of the mare.
- 4.2 The Mare owner shall be solely responsible for all insurance arrangements for the Mare or its progeny.
- 4.3 The mare owner confirms that attendance upon delivery of the mare by MVS it is free from disease or infection and is in healthy breeding condition and all vaccinations are up to date.

5. LIEN

It is an express condition of this agreement, that MVS shall be entitled to a lien over any Mare or its progeny owned by the Mare Owner in respect of any monies due to (whether or not such monies relate to the Mare) and shall have the power to sell the Mare and /or progeny over which such lien is taken to recover such monies (including any interest there on) and for the purpose of exercising the power of sale referred to herein, the Mare Owner hereby irrevocably appoints MVS as the Mare Owners attorney with the power to sell the costs incurred by a Solicitor on behalf of in respect to the sale of the Mare or its progeny. The Owner absolutely appoints MVS as their power of attorney to enter any Mare and/or its progeny for sale at a public sale or auction, to instruct the auctioneers in relation there to and apply the proceeds of its sale to any monies due to MVS, whether or not such monies relate to the Mare.

6. RETENTION

Without limiting SHE's rights in respect of a lien of power of attorney MVS shall be entitled to retain possession of the Mare or its progeny, the covering certificates, horse return and documents of description until all monies (including interest) due and owing have been received from the Mare Owner.

7. NOTICE

Notice given by MVS to the Mare owner pursuant to this Agreement shall be deemed to be served on the Mare Owner seven days after the posting of such notice in a pre-paid envelope addressed to the Mare owner at the Mare Owners address afore said or such other address notified to by the Mare Owner from time to time in writing as being the address for service of such notices and notwithstanding that any such notice may not be received by the mare Owner

Dated this _____ day of _____ 2019

(Signed by the Mare Owner) Signed by: _____

In the presence of _____

Signature of Witness _____ Name of Witness _____

On behalf of _____ MURRAY VETERINARY SERVICES (its authorised representative)