

Nomination Details

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SHARE No.
NOM
Agent: DGR

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APPLICATION FOR SERVICE

by (stallion) PENDRAGON (NZ) for the 2010 Season

BROODMARE DETAILS:

Mare's name: _____ please show suffix

Life no.
see page 1 of mare's passport

Sire: _____ Dam: _____ Dam's Sire: _____

Colour: _____ Year of foaling: _____ Walk-on? YES NO

Property at which mare is agisted
prior to arrival at Think Big Stud:

Brands:

OWNER DETAILS Invoices should be issued in the name(s) of: *(if multiple invoices, % per owner must be shown)*

We would appreciate accuracy on this question, as it creates accounting + GST confusion when percentages have to be changed during the Season. For GST purposes: owners must identify whether they are a "hobby" breeder or a "business" in which case your ABN must be advised. To get GST tax invoices, invoices should be issued in the same name as the ABN is registered. Please complete/tick one of the boxes below.

Your ABN:

Breeder No.:

HOBBY BREEDER/OWNER

Contact person (managing owner) : _____

Postal address: _____

Telephone: (bus) _____ (home) _____

Telephone: (mobile) _____ (fax) _____

Email address: _____

HISTORY OF BROODMARE: *(please indicate if expecting first foal)*

Season	Covering sire	Last Service Date	result
2009			
2008			
2007			

If mare is a maiden, date retired from racing: _____

If mare slipped, give date + reason (if known): _____

VERY IMPORTANT — THIS SECTION MUST BE COMPLETED

Current vaccination dates must be supplied for Tetanus, Strangles, Salmonella and Worming at time of mare's arrival at stud (see Clause 6 of Stallion Service Contract).

Has the mare been in contact with Viral Abortion, Contagious Equine Metritis, Strangles, Equine Influenza or any other infectious diseases: _____

Please specify any specific characteristics of the mare which the Stud staff should be aware of: _____

Name and telephone no. of
Veterinarian usually supervising mare: _____

SHAREHOLDER STALLION SERVICE CONTRACT

This Contract is between Think Big Stud, a SHAREHOLDER in the stallion PENDRAGON (hereinafter referred to as "The Shareholder") and

.....

.....

(street address, not PO Box)

(herein after referred to as "the Mare Owner") records the following terms and conditions agreed to between the parties:

1. The Shareholder agrees to provide a 2010 Service Right to breed the thoroughbred broodmare _____ to the stallion PENDRAGON and the Owner agrees that, upon the mare being tested in-foal upon a 45 day positive pregnancy test, a service fee of \$ _____ + \$ _____ GST (10%) shall become due and payable UPON 1st June 2011
2. Live Foal Guarantee:
 - (a) The Mare Owner shall be entitled to a refund in full of the Service Fee specified to the stallion named in Clause 1, if the full Service Fee + GST is paid by the due date and the mares aborts the pregnancy, or the foal is still-born, fails to stand and suck within 24 hours of birth or dies within 24 hours of birth, in all cases to be certified by a practising veterinary surgeon.
 - (b) It is a pre-condition to obtaining a Live Foal Guarantee that payment of the original service fee and GST specified in clause 1, is made by the due date specified above, time being of the essence, otherwise the potential right to the Live Foal Guarantee shall be null and void.
 - (c) In the event of the death or sale of the Mare named in Clause 1, no Live Foal Guarantee or other compensation or damages will be given or are payable.
3. The Mare
 - (a) The Owner warrants that he/she is the beneficial owner of the Mare or is authorised by the beneficial owner of the Mare and that the details of the above named broodmare contained in the Service Application form are true and correct and that the broodmare shall be healthy and in sound breeding condition, this fact to be certified by a qualified veterinarian before the mare is served. The Stud master may, at his absolute discretion, refuse to allow the stallion to serve the mare if he feels this could be in any way detrimental to the stallion's health or welfare.
 - (b) The Broodmare and/or progeny shall be the responsibility of the Mare Owner. The Shareholder shall not be liable for any loss damage or claims of whatsoever nature or howsoever arising from disease, accident, injury or death caused to or sustained by the above named broodmare and/or any progeny whilst under the standing Studs care or the control of its servants or agents.
 - (c) The Mare Owner shall be liable for any and all costs incurred whilst under the standing Studs care or the control.
 - (d) The Mare Owner shall not be liable for any disease, accident or injury to the Stallion.
 - (e) It is the Mare Owner's responsibility to correctly identify the Mare on delivery to or collection from the Stud and provide Stud Book identification papers for the Mare; the Stud shall not be responsible for any problem arising out of delivery of a wrong mare.
 - (f) No mare will be covered until this contract is signed and her Stud Book papers are lodged with the Stud.
 - (g) It is further agreed that should the stallion named in Clause 1 be unavailable for any reason whatsoever before serving the said mare or if the said mare named in this contract dies or becomes unfit to be served, then this contract shall be rendered null and void and the Shareholder shall have no further obligation or responsibility or be liable for any compensation to the Owner.
 - (h) Insurance of the broodmare and/or any progeny shall be the sole responsibility of the Owner at all times.
 - (i) This contract shall not be assigned or transferred by the Mare Owner and in the event that the said mare is sold the Service fee + GST, if applicable, shall immediately become due and payable by the undersigned Owner.
4. Veterinary
 - (a) Upon arrival at the Stud the mare must be accompanied by her Document of Description/Thoroughbred Identification Card and current drench and vaccination dates. If not, the Owner agrees that Standing Stud has the right to administer any vaccinations and/or drenches it deems necessary.
5. Goods and Services Tax
 - (a) "GST" means any tax in relation to the Supply (or deemed Supply) of any goods, real property, services or any other thing levied, imposed or assessed by the Commonwealth of Australia or any State or Territory of Australia, which may operate during the term of this agreement, other than any interest, fine, penalty fee or other payment.
 - (b) Any amount referred to in this agreement is exclusive of GST unless it is expressly included.
 - (c) Where any Supply under this agreement is not treated as taxable, subsequently becomes subject to GST, an amount equal to the GST liability in relation to the Supply shall be recouped upon issue of a further GST compliant tax invoice adjustment note.
 - (d) Each party agrees to do all things, including providing invoices and other documentation, as required under the relevant GST legislation.

Dated this _____ day of _____ 2010

_____ signed for and on behalf of the Shareholder

_____ signed for and on behalf of the Mare Owner.

PLEASE NOTE: your mare will not be served if this document is not completed in full, signed + returned to: -

Think Big Stud, PO Box 2720, Bowral NSW 2576, AUSTRALIA