

# Nomination Details

## Administration:

PO Box 399  
Kensington NSW 2033  
tel: (02) 9663 3030  
fax: (02) 9663 1919

SHARE No.
NOM
Agent: DGR

email: duncan@thinkbigstud.com.au

## APPLICATION FOR SERVICE

**by (stallion)**

**PENDRAGON (NZ)**

**for the 2009 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
2008			
2007			
2006			

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: \_\_\_\_\_

Please return this form to: PO Box 339, Kensington, NSW 2033 or fax 02 9663 1919

# 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)

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

1. The Shareholder agrees to provide a 2009 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 1<sup>st</sup> June 2010

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 abovenamed 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 Studmaster 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 \_\_\_\_\_ 2009

\_\_\_\_\_ 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 339, Kensington, NSW 2033, AUSTRALIA