



105 Chambers Road  
Modella Victoria 3816  
t 0400 816 072  
e matholz@bigpond.com  
w alab.net.au

## STALLION BREEDING AGREEMENT

All Stallion Owners are required to complete the enclosed form and Agreement.

YOUR CONTACT DETAILS	
<b>Name</b>	
<b>Address</b>	
<b>Phone Number</b>	
<b>Email</b>	
<b>Alternative Contact Name</b>	
<b>Alternative Contact Number</b>	
<p>Note: Please make sure that we have your current address and phone numbers so that we can contact in case of emergency. If your details change, please contact us immediately.</p> <p>In the event of an emergency we will attempt to reach you. If you or your alternative contact cannot be reached and ALAB determine that veterinary attention appears to be necessary, ALAB will contact your preferred local vet (where you have indicated one) or the usual vet used by ALAB. The Agistee is liable for all costs incurred for any veterinary services.</p>	
HORSE DETAILS	
<b>Registered Name</b>	<b>Age</b>
<b>Stable Name</b>	
<b>Reg No</b>	
<b>Breed</b>	
<b>Colour</b>	
<b>Brands, markings or scars?</b>	
<b>Does your horse</b> <input type="checkbox"/> tie up safely <input type="checkbox"/> kick <input type="checkbox"/> bite <input type="checkbox"/> easy to catch <input type="checkbox"/> windsucking <input type="checkbox"/> cribbing	
<b>Other</b>	
<p>Note: We require this information for the safety of our staff and other horses. If full disclosure of this information is not made and subsequently become evident, ALAB may terminate the agistment agreement and you may be required to remove your horse form the property.</p>	

HEALTH	
<b>Do you have a preferred local vet?</b>	<input type="checkbox"/> Y <input type="checkbox"/> N
<b>Contact Name</b>	
<b>Contact Details</b>	
<b>Has your horse had a tetanus injection in the last 12 months?</b>	<input type="checkbox"/> Y <input type="checkbox"/> N
Note: It is our policy that all horses are immunized against tetanus and strangles annually. If you tick 'no', you give consent for ALAB to give your horse a tetanus injection. The cost will be debited to your account.	
<b>Has your horse been wormed recently?</b>	<input type="checkbox"/> Y <input type="checkbox"/> N
	Date:        /        /2015
Note: It is our policy that all horses (including foals) are regularly wormed. By signing this contract, you give consent for ALAB to worm your horse (including foals) every 12 weeks or as deemed necessary by ALAB. The cost will be debited to your account.	
<b>Is the horse insured?</b>	<input type="checkbox"/> Y <input type="checkbox"/> N

*Breeding Details - Please indicate the services that you require*

BREEDING	BREEDING FEES (INCL GST)	
Stallion Collection & Evaluation - includes collection, semen preparation & evaluation	\$110 per collection - Basic \$220 per collection - Detailed	
Stallion Collection & Training - includes basic evaluation	\$110 per hour	
Stallion Collection & Freezing	\$550 first collection \$440 collections thereafter	
Semen Storage	from \$66 per year	

*Agistment Details - Please indicate the services that you require*

AGISTMENT	AGISTMENT FEES (INCL GST)	
Stallion paddock - No Feed	\$77 per week	
Stallion paddock - BYO Agistee is responsible for providing ALAB with all required feed. Please note that in the event that the agistee fails to do, the cost of feed will be debited to your account.	\$16.50 per day	
Stallion paddock ALAB will provide feed as agreed with the Agistee	> \$33 per day	
Tetanus	\$33	
Worming Treatment	\$25	

## Breeding & Agistment Agreement

### 1. Definitions

<b>Name of Agistor:</b>	Australian Livestock and Artificial Breeders Pty Ltd ('ALAB')
<b>Name of Agistee:</b>	
<b>Property:</b>	105 Chambers Road, Modella Victoria 3816
<b>Agistment commencement date:</b>	

### 2. Supplementary Feeding

Whilst the agistment paddocks and yards are usually adequate to feed agisted horses, during the Agistment period, ALAB may in its discretion determine that it is necessary to supplement the horses feed or provide it with other supplements. ALAB will notify the Agistee by email of what feed is required and how regular the horse(s) will be fed. Unless otherwise agreed with ALAB, the Agistee will be liable for the cost of feed and supplements. The costs will be debited to the Agistee's account.

### 3. Failure to pay Agistment & Breeding Fees

- (a) Failure to pay Agistment or other fees in accordance with the Agistment Agreement may result in the Agistment & Breeding Agreement being terminated and require removal of the horse from the facility within 14 days.
- (b) Unless authorised or directed by ALAB (for reasons including those set out above), the Agistee/ Mare Owner may not remove their horse from the property while any Agistment or other fees remain unpaid.
- (c) If Agistment or other fees are more than 14 days overdue ALAB may issue a Default Notice which requires payment of the outstanding agistment fees and costs within 28 days of serving of the Default Notice. Failure to meet the conditions of the default notice may result in ALAB selling your horse(s) via a public auction or tender (after 28 days). If payment of the outstanding agistment fees and costs is not made prior to the auction/tender and the horse is sold, the proceeds shall be distributed as follows:
  - payment of all expenses incurred in such sale;
  - payment of monies owing to ALAB; and
  - payment of balance to the Agistee/Mare Owner.
- (d) The Agistee / Mare Owner irrevocably appoints ALAB as the Agistee's attorney with power to execute all transfers and other documents and will do do everything necessary to effect and complete the sale and to pass full title to the purchaser. This includes power to update all documents (for example, stud books and registration papers) to show the purchaser as the new horse owner. The Agistee is compelled to act in accordance with the law in the exercise of this power of attorney including signing all documents to effect anything done by the attorney.



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and Artificial Breeders

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#### 4. Notices

A notice must be given by delivering it in person; posting it to the address as provided by the Agistee or as last known to the sender; or sending it by email to the address as provided by the Agistee, or as last known to the sender.

#### 5. Access to the property

The core operating hours of the property are Monday to Friday 8.00am - 5.30pm. ALAB requires that Agistees provide appropriate notice prior to coming on the property. The property will be accessible on the weekends by agreement.

#### 6. Other acknowledgements

I acknowledge the following:

- That if in the opinion of ALAB or its employees, veterinary attention appears to be necessary, ALAB will contact your preferred local vet (where you have indicated one) or otherwise any other vet. I acknowledge that I will be liable for any costs incurred for any veterinary services (including dentist or farrier as may be required).
- That I consent to ALAB, if necessary, administering a tetanus and strangles immunisation and that the cost will be debited to my account.
- That I consent to ALAB worming my horse (including foals) every 12 weeks or as deemed necessary by ALAB and that the cost will be debited to my account, unless otherwise agreed with ALAB.
- I acknowledge that ALAB will not be responsible for any costs incurred with respect to any services that, in the opinion of ALAB may be necessary whilst my horse is agisted at the property, including medical, dentist or farrier.
- I acknowledge that if my horse causes any damage to the property or equipment of ALAB, I may be charged for the repair or replacement of such property or equipment, including labour and cost of materials.

#### 7. Agreement and Release

I acknowledge that the Australian Livestock and Artificial Breeders Pty Ltd relies on the information provided by me and I state that all the information is accurate and complete.

The terms of this Agreement will be governed by the State of Victoria.

I understand that my signature to this document constitutes a complete and unconditional release of all liability of Australian Livestock and Artificial Breeders Pty Ltd, its directors and employees to the greatest extent allowed by law in the event of my horse suffering injury, illness, disease or death.

While every reasonable measure will be made to ensure the horse's well-being, the Agistee leaves their horse at ALAB at their own risk.

I, understand all the information provided in the Agistment Agreement and agree to the terms of the agistment at ALAB.

Signed by the ALAB \_\_\_\_\_ Date: \_\_\_\_\_

Signed by the Agistee \_\_\_\_\_ Date: \_\_\_\_\_