

# KENNEDY HARNESS RACING

**Craig Kennedy**

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## NEW ZEALAND STALLION SERVICE CONTRACT 2015/16

Advertised Service Fee:

\$ \_\_\_\_\_ + GST

Pay On 42 Day Test Fee:

\$ \_\_\_\_\_ + GST

**STALLION REQUESTED: Raging Bull**

Name of the

Mare: \_\_\_\_\_

Owner of the Mare: \_\_\_\_\_

Address: \_\_\_\_\_

Town: \_\_\_\_\_

Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

(Home)

(Business)

(Mobile)

Email Address: \_\_\_\_\_

Bred Last Season? Yes/No In Foal/Empty Last Date of Service \_\_\_\_\_

Place that the Mare is to be served: \_\_\_\_\_

I hereby agree to the terms and conditions of this service contract. I certify that I am the sole owner, co-owner or lessee of the mare to be bred or their agent. I accept that when this contract is signed by both parties that this contract will be binding on both parties and that I take full responsibility for the payment of the service fee.

**X**

\_\_\_\_\_  
Owner or Authorised Agent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signed On Behalf of Kennedy Harness Racing

\_\_\_\_\_  
Date

**A KENNEDY HARNESS RACING SERVICE CONTRACT MUST BE SIGNED BEFORE SEMEN IS SENT**

Notes:

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## **GENERAL TERMS AND CONDITIONS OF THE KENNEDY HARNESS RACING SERVICE CONTRACT**

- 1) This Contract and any charges hereunder shall not be assigned nor transferred without the written consent of Kennedy Harness Racing, and is valid only between Kennedy Harness Racing and the owner(s) of mares bred under this Contract. In the event, the said mare is sold privately or consigned for sale at auction, the service fee, if unpaid, shall immediately become due and payable prior to any sale by the breeder under this Contract.
  - 2) The mare owner declares the named mare(s) shall be healthy and in sound breeding condition. Kennedy Harness Racing has the right to refuse service to any mare it seems unfit for breeding.
  - 3) Should the stallion for any reason become unfit for service before or during the current breeding season, or if the mare should be or otherwise become unfit to be served, then this Contract shall be considered null and void.
  - 4) Neither Kennedy Harness Racing nor the owners of the stallion make any representations as to a stallion's fertility, including but not limited to, its ability to cause a mare to be impregnated.
  - 5) All owners and agents of owners shall have joint and several liabilities for all amounts under this agreement. The breeder hereby acknowledges that it is their responsibility to understand and agree to these terms and conditions of the service contract – in particular the payment of the service fee.
  - 6) It is an express condition of this agreement to inseminate the mare that Kennedy Harness Racing is granted a lien over the mare and any progeny in respect over which such lien is taken to recover such monies including any interest thereon and for the purpose of exercising the power to sell the mare and; or progeny to recover the monies together with all costs and expenses incurred by Kennedy Harness Racing in exercising the sale arising from the default of the mare owner pursuant to this Agreement (including any legal cost of a solicitor and client basis).
  - 7) Kennedy Harness Racing will invoice all Breeders following confirmation of a 42 day positive test.
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### **1. TERMS OF PAYMENT ON 42 DAY POSITIVE TEST**

- . Service fees are due and payable within thirty-five (35) days of invoice date for those breeders who chose to pay on a 42 day positive test basis. Breeders with outstanding service fees as at 30 April 2016 will be charged 2% interest.

Live Foal Guarantee will be offered to the mare(s) owner only under the following conditions; stallion service fee has been paid in full; failure of the mare(s) to produce a foal that stands and lives for seven(7)days; the mare has been properly cared for during gestation and presented for foaling under controlled foaling conditions; the mare is not shipped overseas; return service does not apply where Kennedy Harness Racing is not the recipient of a service fee; return claims must be notified within fourteen(14) days of the mare's foaling date or the birth of the foal.

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### **2. CONDITIONS APPLICABLE TO TRANSPORTED SEMEN**

- . Semen will not be provided until a signed and completed Service Contract is received and approved by Kennedy Harness Racing.
- . The service fee relates to the provision of semen only. All other costs including scanning, vet fees, agistment, working fees, etc incurred at the destination of the semen or where the mare is served, are the responsibility of the owner of the mare and do not form part of this contract.
- . Kennedy Harness Racing accepts no responsibility for any defects and; or tampering detected in the semen and; or semen shipping containers after they have left Kennedy Harness Racing property.
- . The owner will be invoiced at 42 days from the last date of service unless notified of a negative result.

**This Service Contract will be governed by the laws of New Zealand**