

# Moorookyle Park Thoroughbreds

114 Cemetery Rd, Smeaton, Vic3364  
P: 0427 456 385  
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E:info@moorookylepark.com.au  
ABN: 62 07874 4798

## STALLION BOOKING FORM

### **ROCKAROUNDTHECLOCK** ( Fastnet Rock x Star Spangled)

2017 Service Fee \$ 3,300 Inc. GST

#### THIS AGREEMENT IS BETWEEN

Moorookyle Park Thoroughbreds (ABN: 62 07874 4798), 114 Cemetery Rd Smeaton Victoria 3364 (The Stud)

AND

Your Name.....

Your Address.....

Your Email Address.....

Your Phone Number.....

Your Mares Name.....

Your Mares Sire/Dam.....

Status Of Your Mare.....

Will Your Mare Be Agisted or walk-in.....

**The following up front payments must be made for all agistment stock at booking.**

**Moorookyle Park \$ 300 + GST – this payment will go towards the first month’s agistment .**

**Ballarat Equine Clinic \$ 770 incl GST – payment for Reproductive Contract – form attached.**

No bookings are accepted unless this form, the Live foal agreement and the Reproductive Contract are fully completed, signed, dated and returned to [info@moorookylepark.com.au](mailto:info@moorookylepark.com.au) along with payment.

By signing this document and the Live Foal Agreement I/We, the undersigned agree to all the terms and conditions outlined in the attached documents.

Signed .....

.....

Moorookyle Park

Mare Owner / Representative

Date .....

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- All horses on the property are fed twice daily
- Daily agistment rate Dry mare \$20.00 per day + GST
- Daily agistment rate Wet mare \$22.00 per day + GST
- Daily agistment rate Weanlings \$20.00 per day + GST
- Daily agistment rate Yearlings \$20.00 per day + GST
- Stabling of mares and or foals or both if required \$45.00 per day + GST
- Foaling down fee \$750 + GST
- Weaning \$550 + GST
- Vaccinations/drenching – all mares will be vaccinated (2 in 1) and drenched upon arrival at Moorookyle. Mares and foals will then be routinely drenched and hoofs trimmed and dental work attended to as required, this is an additional cost
- Insurance, it is the mare owner's responsibility to ensure that the mare and or foal are insured against all risk whilst the horse is in transit (to and from) and whilst at Moorookyle.
- Veterinary care. Moorookyle Park uses the veterinary services of Ballarat Equine Clinic, any vet accounts NOT RELATED TO THE REPRODUCTIVE CONTRACT will be forwarded directly from Ballarat Equine Clinic at the end of each month. Routine and emergency vet care services may be requested at the discretion of the stud with the costs charged directly to the client. In the case of an emergency the owner will be contacted as soon as practicable however the stud reserves the right to undertake any action necessary to maintain the health and welfare of the mare and/ or foal in question. Whilst all care is taken the stud accepts no responsibility for any accident, death, disease or injury to any horse whilst on the stud property.
- Documentation. No mare will be covered until all of her documentation arrives on stud.
- Timing of coverings will be at the stud's discretion but will not take place before the 1<sup>st</sup> of September in any season, the stud reserves the right to continue covering till the 20<sup>th</sup> of December at its discretion.
- Should the mare depart the stud after covering but prior to any vet examinations being performed, proper pregnancy testing must be sought by the owner and carried out at 15,30 and 45 days to ensure the mare is in foal.
- For the purpose of pregnancy testing, pregnancy including a twin pregnancy. Should the mare have twins, selective reduction from a multiple pregnancy to a singleton pregnancy will be undertaken without consultation, unless otherwise stated by the mare owner at the start of the breeding season. The vet will do this to the best of their abilities.
- Walk-in mares will be served at the stud's discretion, mares will not be covered unless accompanied by a vet certificate stating that they are ready to be covered.
- Inspections. Stud season is a very busy time, we appreciate your interest in your mare. To inspect your mare please make an appointment at least 48hours in advance.
- Invoicing. All agistment and associated costs must be fully paid before your mare leaves the stud. All service fees for successful coverings will be invoiced on the 1<sup>st</sup> of February 2018 on 30 day terms. All accounts can be paid via cheque, EFT or credit card.

# Live Foal Agreement

## AN AGREEMENT BETWEEN:

- a) Moorookyle Park Pty Ltd ABN 62078744798 of 114 Cemetery Rd. Smeaton Vic 3364 (Moorookyle), carrying on business at 114 Cemetery rd. Smeaton Vic 3364

### Provision of Nomination

1. Subject to terms and conditions of this agreement, Moorookyle will provide the mare owner with a nomination to the stallion for the sum \$..... Inc GST for the sole purpose of enabling the mare to be covered by the stallion in that season.

### The Mare

2. The mare owner will be solely responsible for all costs and expenses incurred in connection with keeping and maintaining the mare.

### Payment of fee

3. If the mare is certified pregnant, or deemed to have been certified pregnant at any time following the cover by the stallion, then subject to clause 6, the fee will become due and payable by the mare owner to Moorookyle in the following circumstances:

3.1 Within 30 days of the receipt of an invoice to be sent to the owner on the 1<sup>st</sup> of Feb 2018

3.2. If the mare is entered for sale in a public auction or online or any interest in the mare is sold, or transferred from the ownership of the mare owner, prior to the due date, irrespective of whether or not the mare subsequently gives birth to a progeny the mare owner must contact Moorookyle and the fee is payable in full within 7 days of receipt of an invoice.

3.3 If the mare dies or is destroyed after being certified pregnant as a result of neglect or default of the owner.

4. Moorookyle has the right to bring legal action against the mare owner for damages or breach of contract.

5. No agents commission will be payable by Moorookyle on the services contemplated by this agreement unless (and on such terms as) Moorookyle expressly agrees (and any such agreement will be on terms that no commission shall be paid unless the terms as to payment under clause 3 are met time being of the essence)

6. If the mare is certified pregnant, or deemed to be certified pregnant at any time following the cover by the stallion, the fee will become immediately due and payable to Moorookyle on the happening of any of the following:

6.1 The mare owner commits a material breach of this agreement which is not rectifiable:

6.2 The mare owner fails to rectify a material breach of the agreement that is rectifiable within (7) days after receiving written notice specifying the breach and required rectification:

6.3 An event happening to the mare owner that reasonably indicates that it will become unable to pay its debts as they fall due:

6.4 The mare owner: being a partnership is dissolved or otherwise terminated:

6.5 Any joint ownership arrangement relating to the mare and or progeny is bought to an end

6.6 Where the fee has been paid in accordance with this agreement and the mare fails to produce a live foal capable of standing and nursing within 48hours of foaling, Moorookyle will allow the mare owner to breed back to that stallion at no additional service fee in the following breeding season (free return)

6.7 To exercise clause 6.6. A certificate from a suitably qualified veterinary practitioner must be submitted.

### Irrevocable Authority

7 The mare owner hereby provides an irrevocable instruction, direction and authority to the sales company to pay any monies that are due at the time of sale to Moorookyle, from any sales proceeds of the mare and

/or progeny without further requiring further notification to the mare owner. The acceptance of such funds or any other sale by Moorookyle pursuing to this agreement shall be without prejudice as to Moorookyle's right to pursue the mare owner for any short fall or other damages without restriction.

### **Retention**

8 - Without limiting Moorookyle's rights in respect of a lien or power of attorney Moorookyle shall be entitled to retain possession of the mare or its progeny, the covering certificates, mare return documents of description until all monies (including interest and legal fees) due and owing have been received from the mare owner.

### **Personal Property Securities Act 2009 ("PPSA")**

9.1 This agreement and the attached booking form constitute a security agreement for the purpose of the PPSA

9.2 As security for fees and other monetary obligations the mare owner grants Moorookyle a security interest in the mare and or its progeny and all of the mare owners other current horses ("collateral")

9.3 Moorookyle will register a finance statement with the personal properties security register ("PPSA") and the mare owner undertakes to:

a) sign any further documents and or provide any further information requested by Moorookyle to complete and register the finance statement or the financing change statement with the PPSE and:

b) Indemnify and upon demand reimburse Moorookyle for all expenses incurred in searching, registering and/or discharging a finance statement with the PPSR and any reasonable enforcement fees for the security agreement.

9.4 The mare owner agrees to provide Moorookyle notification in writing of any changes of the mares owners details (including but not limited to, changes in the mare owner's address, facsimile number, or business practice) within 14 days of such a change.

9.5 The mare owner guarantees that it will not grant security interest to another person or entity without first providing 14 days written notice to Moorookyle of its intention to grant another security interest in the collateral.

9.6 The mare owner waives its rights as a debtor under sections 95,120,121 (A), 123(2), 130, 132(3) (D) 132(4), 135, and 137(2) of PPSA.

### **Right to dispose of collateral if fees unpaid**

10 - In the event:

(a) Moorookyle retains possession of the collateral; and

(b) A fee or monetary obligation is due to Moorookyle; and

(c) Moorookyle has made a demand in writing of the mare owner for payment of the fee or monetary obligation; and

(d) Moorookyle has not received the fee or monetary obligation in accordance with the specific time frame specified in the demand; then, the mare owner acknowledges and agrees that Moorookyle may exercise any of the following at its discretion:

(i) Retain possession of the collateral and have the ownership transferred to Moorookyle; or

(ii) Moorookyle may dispose of the collateral and may retain all or part of the proceeds of the disposal in payment of the fee for monetary obligation.

10.1 In the event that

(a) The mare owner has possession of the collateral; and

(b) A fee or monetary obligation is due to Moorookyle; and

(c) Moorookyle has made demand in writing of the mare owner in writing for payment or monetary obligation; and

(d) Moorookyle has not received the fee or monetary obligation in accordance with the timeframe specified in the demand; then, the mare owner acknowledges and agrees that Moorookyle is entitled to seize the collateral pursuant to section 138C of the PPSA.

**Verification statement**

11 The mare owner waives its rights under section 157 of the PPSA to receive a verification statement due to the collateral being commercial property as defined by the PPSA

**Transfer of Title**

12 The mare owner agrees not to enter into sale assignment or transfer, without consent of Moorookyle, any such purported transfer will be in default of this agreement consent upon full payment of the fee or monetary obligation.

**Possession**

13 The mare owner acknowledges pursuant ant to section 86(1) of the PPSA that at the time the security is made that:

- (a) It is granted for value
- (b) It is granted to enable amongst other things for the collateral to be fed and developed, and
- (c) The collateral was held by the mare owner.

**Entire Agreement**

14. This agreement and the attached booking form sets out the whole agreement and understanding between the parties to the exclusions of all or any informal discussions, arrangements or agreements between the parties.

Signed..... Signed.....

Moorookyle Park representative (Mare Owner)

Managing director Nioka Wozny

Date..... Date.....