

Contract for mares visiting Newton Stud and AI Centre for the purposes of artificial insemination

1. All mares arriving at Newton Stud must be accompanied by **in-date vaccination certificates** for equine influenza virus and tetanus. The said certificates must be produced upon request and before the mare is allowed to enter the yard.
2. All mares arriving at Newton Stud must have a serology (blood test) taken for Equine Viral Arthritis Virus (EVA) **with a negative result within 28 days of arriving at Newton Stud**. The certificate must accompany the mare to Newton Stud, and be produced upon request and before the mare is allowed to enter the yard. In the event of a mare proving positive for EVA in the course of testing, entry to Newton Stud must be delayed.
3. All mares arriving at Newton Stud must have had a clitoral swab taken and tested negative to CEM. The laboratory Certificate must accompany the mare to Newton Stud, and be produced upon request and before the mare is allowed to enter the yard.
4. All mares arriving at Newton Stud should be accompanied by a list of all rugs, tack, feed, etc which are sent with the mare. The owner should retain a copy of this list. All such equipment sent with the mare should be labelled with the owner's name.
5. Veterinary work relating to and associated with artificial insemination will be undertaken by North Park Veterinary Group as appropriate, pursuant to the approach previously agreed with the owner of the mare.
6. In the event of an emergency or accident requiring veterinary attention, a Veterinary Surgeon will be called at the discretion of the Stud Staff. Every reasonable endeavour will be made to consult the owner of the mare before veterinary work is done, but in case of an emergency and / or of the owner not being contactable the Veterinary Surgeon will take such action as is considered necessary and at the owner's cost. Routine health care including vaccinations, tooth care and worming will be undertaken at the owner's expense when due. The farrier will be called at regular intervals at the discretion of the Stud Staff whilst the mare is at Newton Stud (save where otherwise specifically directed by the owner), and any costs incurred will be chargeable to the mare owner and must be paid upon receipt of the account.
7. Keep fees are payable over and above veterinary fees and any other fees arising hereunder. The account for keep fees and any other fees arising hereunder will be presented to the owner monthly and unless settled within 7 days of presentation shall attract interest at 0.25% per week. **Further and in any event any balance outstanding must be paid before the mare may be removed from Newton Stud**; failure to do so will entitle the owners of Newton Stud to retain the mare,

dispose of the same without further notice to the owner and account for the proceeds of such disposal to the owner after making all proper deductions arising herein.

8. The owner understands and hereby acknowledges that Newton Stud expressly (to disclaim the full extent permitted by law) excludes any and all liability for loss and damage howsoever caused by reason of the owner's horse and / or its presence at Newton Stud (including but not limited to fire, theft, injury to any horse(s), person or property and any other third party liability).
9. The owner undertakes and hereby acknowledges that the owner is and remains responsible for all such loss and damage as set out in the previous paragraph hereof. By signing this contract the mare owner acknowledges that injury, damage or death to the mare may not be covered by Newton Stud's insurance, and we strongly recommend that mare owners take out their own insurance to cover these eventualities.
10. Reference to the singular herein shall include the plural and vice versa.
11. This contract contains the whole agreement between the parties and supersedes any and all previous agreements, understanding, representations, warranties and terms there between.
12. This contract may be terminated by either side upon reasonable notice PROVIDED that such termination shall not affect the parties' accrued rights at the date of termination.
13. In the event that any such clause hereof is invalid in whole or in part, the parties hereby agree that in so far as the offending part may be severed than the contract may be so varied by severance whilst remaining in full event.

I agree to the terms of the contract above

Signature of owner(s) _____

Name(s) in print _____

Address _____

Home phone _____

Work phone _____

Name of Mare _____