

SHINKO KING

Between Paxton Park, RD 3, Cambridge

“Paxton Park ”

And “The Mare Owner / Lessee ”

Whereas Paxton Park has agreed to accept the mare

on a “walking in ” basis for service to the stallion SHINKO KING under the terms and conditions herein after appearing:

- The Mare Owner / Lessee will pay a stud fee of NZ\$5500 (plus GST) Free Return Guarantee.
- The Mare Owner / Lessee will provide Paxton Park with a 42 day positive pregnancy test within 10 days of the 42 day period and will be invoiced for 50% of the stud fee of NZ\$5500 plus GST. The balance of the service fee (50%) will be payable within the month following the birth of the foal. The Mare Owner / Lessee shall notify Paxton Park within 14 days of the birth of the foal.
- If The Mare Owner / Lessee has not remitted 50% of the total stud fee within 90 days of the 42 day positive pregnancy test or by the 31st of March 2011, whichever date falls first, then Paxton Park must be paid in full the total sum of the service fee by April 20th 2011.
- Failure to comply with paragraph 3 will result in The Mare Owner / Lessee forfeiting the free return guarantee.
- The Mare Owner / Lessee agrees to pay interest at 2.5% per calendar month or part thereof on all sums outstanding by them after the 31st of March 2011.
- In the event of default in the payment of the service fee, Paxton Park shall be entitled to recover, along with the outstanding debt, all legal costs and any other costs reasonably incurred in recovering the outstanding amount.
- So long as all or any part of the service fee remains unpaid, Paxton Park shall have a general lien over any and all bloodstock belonging to The Mare Owner / Lessee until such time as all monies owing are paid in full
- If the mare is sold prior to the service fee being paid, The Mare Owner / Lessee gives authority for Paxton Park to provide details of the unpaid account to the purchaser (or purchasers). The Mare Owner / Lessee authorizes the purchasers to deduct such unpaid amount from the purchase price and to pay the set amount direct to Paxton Park.
- Paxton Park retains the right to repossess the subsequent foal, wherever it may reside, that results from the mating for which the fees are outstanding.

A FREE RETURN GUARANTEE APPLIES IF:

The service fee components are paid by due dates.

The mare is agisted on a suitable thoroughbred agistment property.

Should the mare not produce a live foal, when foaled under experienced and recognized thoroughbred stud procedures, then 90% of the stud fee paid to that date, will be refunded. No refund will be made in the case of death, or sale of the mare during pregnancy. A veterinary certificate must accompany any claim together with documentary evidence of a full equine herpes vaccination course.

The Mare Owner / Lessee acknowledges that Paxton Park has a discretionary right to refuse to provide service to any mare.

The Mare Owner / Lessee agrees that the pregnant mare will be salmonella inoculated one month prior to her foaling date.

stud fee

\$5500 (+GST) with Free Return Guarantee

Signed by..... Date.....

Mare Owner / Lessee (Or Agent)

The Mare Owner / Lessee agrees that they must not transfer the benefit of this agreement to any other person. This contract relates to the service by Shinko King to The Mare and the service is not transferable to any other mare unless otherwise agreed by Paxton Park.