



Talisman Farm Sport Horses

Mare Lease & In Utero foal Agreement

This agreement is entered into between Talisman Farm Sport Horses (hereinafter referred to as "Lessor"), and _____, residing at _____ (hereinafter referred to as "Lessee") and sets out lessee's rights, title and interest in and to the 2012 In-Utero foal, out of name of mare, and sired by the stallion name of stallion (hereinafter referred to as FOAL).

1.) Terms and Conditions

a. Mare Lease/FOAL Purchase Price - For the total sum of \$x.xx, Lessor agrees to Lease the mare name of mare here to the Lessee and Lessee agrees to Lease the mare name of mare here to carry said FOAL, based upon the terms to follow. Failure to satisfy the balance of the consideration shall result in termination of this agreement of sale.

In the event of forfeiture, Lessor maintains the right to re-assume immediate possession of said FOAL and the right to retain all deposits and payments made by Lessee.

b. Payment Terms - The Lessee has agreed to pay an initial deposit in the amount of \$x.xx at signing of this agreement, and the remaining balance of \$x.xx, due no later than 30 days from when the mare has been scanned in foal. Should the mare fail to deliver a live foal, a LFG is offered*.

c. Lessor agrees to allow the FOAL to remain at the mare's side until foal is 5 months of age. IF mare's condition severely declines due to FOAL, Lessee agrees to wean foal early if necessary. If Lessee elects to register FOAL Lessee shall pay registration fees and inspection fees and shall be listed as the Current Owner on all paperwork.

2.) Warranties

a. Lessor warrants that she is the lawful owner and breeder of said FOAL, that he/she has the right to sell said FOAL; and that she will warrant and defend the FOAL against lawful claims and demands of all persons.

b. Lessor makes NO warranties as to the future performance of FOAL.

c. The Lessor and the Lessee acknowledge that the FOAL is being sold on an "AS IS" basis, without warranty or representation, either express or implied, as to merchantability,



fitness for purpose, or any matter whatsoever except the Lessor's title and right to convey.

d. Lessee warrants that he/she assumes all responsibility for the evaluation of the FOAL for the Lessee's intended use prior to the signing of this agreement of sale.

e. Lessee warrants that prior to the signing of this agreement, the mare, name of mare here, has been examined by a licensed veterinarian and pronounced in foal. Should the mare fail to deliver a live, healthy foal, a LFG* shall be available to the Lessee.

f. Lessor does and shall retain full title to the mare; however, so long as the foal is in utero, Lessor recognises Lessee's interest in said foal and agrees not to transfer, lease, sell or in any way hypothecate Lessor's interest in said mare. Lessor further agrees that until FOAL is weaned, Lessor shall not sell or in any way transfer or hypothecate Lessor's interest in the mare to any other person.

3.) Release

The Lessee explicitly understands and acknowledges that horses, as living creatures, defy predictability. Therefore, upon closing of this transaction, Lessee agrees that Lessor is forever released of any and all association, responsibility, and liability regarding, arising from, and relating to acts of the FOAL.

4.) Miscellaneous

a. Lessee agrees to cover grazing and feeding costs for the mare from the date of weaning her current foal, through to the weaning of said in utero FOAL, at a cost of \$35.00 per week. Provision of suitable hard feed from the beginning of the mare's third trimester and throughout the period she is feeding said FOAL will be invoiced and paid for on an 'as needed' basis.

b. Lessee agrees that the mare, name of mare here, shall be foaled on the Lessee's property (Talisman Farm, Masterton) or, if for some reason this is not practical, at some other mutually agreed foaling facility. Lessee agrees to pay Lessor a separate fee for foaling the mare, as set out in a separate agreement, attached.

c. Lessee agrees to assume all financial obligations and liability for said FOAL once it has been delivered. This includes, but is not limited to grazing, veterinary, farrier, insurance and transportation. Grazing expenses of \$15.00 per week will be applied from four weeks of age and will increase to \$30.00 after weaning.

d. Lessor shall provide mare/dam with adequate grazing, exercise and veterinary care during term of pregnancy and after delivery, up until FOAL is deemed ready to wean. Any veterinary care relating to the FOAL or FOALING, shall be paid for by the Lessee. Should the mare be grazed on Lessee's property, Lessee shall be liable for providing adequate grazing, exercise and veterinary care for the duration of mare's stay.

e. Lessor shall keep mare up to date on hoof care, vaccinations and de-worming for the duration of the lease.



- f. Lessor acknowledges that the mare, name of mare here, has been registered with the Irish Horse Society and that based upon this registration, said FOAL is eligible for registration with the Irish Horse Society, NZ.
- g. Lessee shall be responsible for providing shipping of FOAL.
- h. In the event of an emergency, Lessor agrees to consult Lessee on all decisions made regarding the health of said FOAL, unless Lessee is unable to be reached. Lessor shall consult a veterinarian, and make a humane decision based upon the welfare of said FOAL.
- i. Lessee has the obligation to carry mortality insurance on said FOAL, for the full purchase price, at their expense.
- j. Either party may nullify this agreement if the other party breaches a material term of this agreement. The wronged party may recover reasonable attorney's fees and court costs.

SIGNATURES:

LESSOR – Talisman Farm Sport Horses

_____ / ____ /20__

LESSEE -

_____ / ____ /20__

* A live foal is described as a newborn foal, which stands and nurses without assistance. If the foal is born dead return privileges shall apply only to the next normal breeding period of the following year, unless a different arrangement is negotiated with the Stud Master. The mare owner will be liable to pay a further handling fee and any veterinary, grazing or agistment costs but no further stud fee will be payable.



TALISMAN FARM SPORT HORSES

Foaling Service Contract 2018 / 2019

Mare owner/s name/s:

Address:

Phone:

Mares name:

Sire:

Dam:

Colour:

Brands/markings:

Maiden mare? Yes / No

Age:

Previous foaling history, if any:



TERMS AND CONDITIONS:

1. The agistment charges outlined below are subject to change if the mare and/or foal require a level of care beyond that of a standard foaling. If there is to be a variation on the charges, the Stud will contact the owner at the earliest opportunity.

2. The stud master will exercise best judgment in the care and supervision of the mare, and/or her foal, but will not be responsible for accident, sickness or death to either or both.

3. The stud has the owners' permission to employ veterinary assistance if necessary and administer any remedy on vets discretion reasonably required. All veterinary costs will be the responsibility of the mare owner and veterinary costs will be billed direct to the owner.

4. All fees due are to be paid when the mare and foal are uplifted from the property.

5. The stud master will abide to the conditions of the mares service contract in order to protect the Live Foal Guarantee if such a guarantee applies.

6. Mares will be drenched on arrival at the stud.



Owners signature/s:

Date:

Talisman Farm per:

Date:

COSTS:

Standard Charges
Foaling fee: \$250.00

Agistment: \$5.00 per day for dry mares, \$7.00 per day for wet mares

Trimming: \$30

Drenching: \$25.00

Contact:

Louise & Nick Wilsden

44 Kaka Amu Road

RD11, Masterton

Tel (06) 372 5922 / (027) 246 1670

Email: talisman.farm@gmail.com