



ZENITH

Zenith Stallion Station nomination contract

An agreement for the sale and purchase of a nomination for the 2023 Covering Season to the Stallion **Tosen Stardom** (“**the Stallion**”) standing at Zenith Stallion Station Mullingar, Co. Westmeath, Ireland (“**the Stud**”) Parties:

(A) **Zenith Stallion Station**, Mullingar, Co. Westmeath, Ireland (“**the Vendor**”)

(B) _____ (“The purchaser”)

Definitions for this Agreement:

“**certified pregnant**” means certified pregnant by a registered veterinary surgeon not less than 40 days after the last service;

“**covering season**” means 9th February to 15th July (or 30th June in any year in which the Stallion is due to be sent to Southern Hemisphere for its breeding season);

“**due date**” means the 1st October following the end of the covering season of the year;

“**each oestrus period**” means each oestrus period during the covering season;

“**foal**” means any foal born as a result of the Stallion covering the mare under the terms of this agreement;

“**mare**” means a thoroughbred mare nominated pursuant to this agreement by the purchaser including where the context permits any substitute mare. The Purchaser has nominated ()

“**nomination fees** “ means €

“**nomination**” means the right (subject to the terms and conditions of this agreement) to present one thoroughbred mare for the service by the Stallion in each oestrus period;

“**year**” means 2023.

1. General Condition:

The Vendor agrees to sell and the Purchasers agrees to purchase, for the nomination fee, one nomination to the Stallion for the covering season of the year subject to the terms and conditions set out below and overleaf.

At the Vendor’s election this agreement will not take effect unless the Purchaser signs and returns both copies thereof to the Vendor no later than:

Terms and Conditions

2. Particulars of the Mare

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3.1 The Purchaser will give the Vendor written particulars of the mare and will include details of any illness, vice or disposition of or affecting the mare which may be prejudicial to the Stallion, other

livestock or property of the Stud. A ‘Detailed Mare Form’ is attached to this agreement and is to be completed by the Purchaser and returned to the Vendor.

3.2 The mare must have negative cervical, clitoral or other swabs/bloods in accordance with the Vendor's and/or the Stud's requirements for the breeding season pertaining at the time and a current copy of which will be issued with this Agreement. The Vendor and/or the Stud retain the right to amend or impose additional requirements at any time prior to the last service of the mare by the Stallion in the covering season.

3.3 Such particulars and any relevant certificates must be provided to the Vendor no less than 24 hours before arrival of the mare at the Stud.

3. Refusal of Service

Service of the mare by the Stallion may be refused by the Vendor and/or the Stud and/or their agents in any of the following circumstances:

- After consultation with a qualified veterinary surgeon;
- In the event that any of the Particulars of the Mare (requested under paragraph 3) have not been received or are not of a satisfactory nature;
- If the Vendor and/or the Stud and/or their agents are of the view that the service of the mare by the Stallion could injure or damage or cause infection or illness to the Stallion. Such view will be at the sole discretion of the Vendor and/or Stud or their agents.

4. Substitution, Transfer or Resale of Nomination

5.1 If before being served, the mare dies or is refused under paragraph 4 or becomes unfit for service, the Purchaser will be entitled to substitute another thoroughbred mare for the remainder of the covering season on the same terms and the expression "the mare" in this agreement will, where the context permits, include any such substituted mare. The substitution of any mare under the terms of this paragraph will be subject to prior written consent of the Vendor and the Vendor may refuse such substitution on any grounds which the Vendor regards as being prejudicial to the Vendor, the Stallion, the Stud, or otherwise.

5.2 Subject to paragraph 5.1, the nomination will not be transferable to any other mare without the written consent of the Vendor.

5.3 The right to use the nomination is personal to the Purchaser and shall not be sold or otherwise transferred without the written consent of the Vendor

5. Payment Terms

6.1 The nomination fee shall be due and payable by the Purchaser to the Vendor without deduction or set off on the due date;

6.2 The nomination fee will also be payable:

6.2.1 If after the mare has been served by the Stallion and certified pregnant, any abortifacient is used on the mare by the Purchaser or with their authority or consent, regardless of whether or not the mare is believed to be carrying a single foetus;

6.2.2 If for any reason other than the Stallion being unavailable the Purchaser fails to send the mare to the Stud for service by the Stallion in each of three oestrus periods, or if the Purchaser unreasonably refuses to allow the mare to be served by the Stallion.

6.3 The nomination fee will not be payable:

6.3.1 If the mare dies after being serviced by the Stallion but before the due date, whether or not she was believed to be pregnant at the date of her death;

6.3.2 If the mare is not served by the Stallion and paragraph 6.2.2 does not apply;

6.3.2 If the Purchaser delivers (no later than 14 days after the due date) a certificate signed by a registered veterinary surgeon relating to an examination carried out not less than 40 days after the mare's last service by the Stallion and not later than the due date to the effect that the mare has been found barren; provided that if it subsequently appears that the said certificate is mistaken the Purchaser will inform the Vendor immediately and the said fee will be payable on the due date or on the date when the mistake became evident, whichever is later.

6.4 Free return on the same terms in the following covering season will be available to the Purchaser where the mare either failed to give birth to a live foal or gave birth to a foal that died within 48 hours of its birth (other than by reason of accident) and full payment of the nomination fee was paid on or before the due date. The Vendor shall have the right (at its cost) to carry out the post mortem examination of the relevant foal.

6.5 The Purchaser and the Vendor acknowledge that the foal may be born on or before the 31st December of the year of covering. The Purchaser hereby acknowledges that any such pre-31st December birth shall have no effect on the Vendor's rights under this agreement or the Purchaser's liability.

6.6 If the Purchaser disposes of the mare before the payment date, the Purchaser will, unless otherwise agreed in writing, pay the nomination fee forthwith, and the free return in paragraph 6.4 shall no longer apply.

6. Keep and Expenses

8.1 The keep and expenses shall become due and payable by the Purchaser to the Vendor on the last day of each month in respect of which such costs have been incurred and which the Purchaser undertakes to pay to the Vendor regardless of whether the mare has been serviced or is certified pregnant and the Purchaser hereby indemnifies the Vendor, its servants or agents, against payment of incidental or other expenses reasonably incurred by the Vendor in connection to the Mare or her progeny.

8.2 The Vendor and/or the Stud are specifically hereby authorised by the Purchaser to employ, on the Purchaser's behalf and as agent for the Purchaser, any veterinary surgeon or other relevant personnel in performance of its duties to mare and/or her progeny. The Purchaser acknowledges the right the Vendor and/or the Stud to provide information relating to the mare and/or her progeny, including contact details for invoicing purposes, to the veterinary or other personnel used by the Vendor and/or the Stud.

7. Availability of the Stallion

For the purpose of paragraph 6, the Stallion will be deemed available unless service is prevented by the death, impotence, disease or other incapacity (except infertility) of the Stallion or by the Stallion not being available for any other reason to serve the mare at the Stud as determined by the Vendor; in such event, the Vendor shall not be liable for any loss or damage suffered by the Purchaser.

8. Control of Disease and Injury

The Purchaser hereby acknowledges that the Vendor, the Stud and the person(s) from time to time having custody of the Stallion and/or Mare and/or the foal:

- May (but shall not be obliged to) prohibit or otherwise restrict or control the movement of animals (including the mare or any foal) and vehicles (including any of the Purchaser) and persons (including the Purchaser) in or out of the Stud or any lands used in connection therewith, if the Vendor or the Stud have reasonable grounds to believe that there is or may be a suspect or confirmed outbreak of any contagious disease;
- May (but shall not be obliged to) itself or may (but shall not be obliged to) authorise any veterinary surgeon attending on any horses at the Stud or lands used in connection therewith to report any confirmed contagious disease to the appropriate authorities and that such authorities may make use of any such information furnished to it in such manner as it in its absolute discretion shall deem fit;
- May (but shall not be obliged to) disclose the name(s) of any mare(s) or foal(s) which may have, in the view of the Vendor or the Stud, come into contact with any contagious disease and that such authority/ies shall and may make such use of any information furnished to it in such manner as it in its absolute discretion thinks fit;
- May refuse to permit the Stallion to cover the mare where the Vendor or the Stud at their sole discretion is of the view that such mare may injure or infect the Stallion or be likely to transmit any disease;
- Is not and shall not be responsible for any accident, injury, disease or delays affecting any mare (including the mare) or any foal, in particular in the covering shed and loading and unloading of any animal, and the Purchaser shall arrange their own insurance for any and all such eventualities.

9. Stud's Discretion

At any time up to 40 days after the mare's latest service by the Stallion or until such date as the mare leaves the Stud, the Stud's agents, acting with the approval of registered veterinary surgeon(s), may take any action in regard to the mare as in their opinion is necessary or desirable to with a view to the mare producing a single live foal.

10. Certificate of Service

12.1 A certificate issued by the Stud or the Vendor shall be conclusive evidence of whether and on what dates the mare has been served by the Stallion.

12.2 The certificate of covering the mare may be withheld by the Vendor and/or the Stud or their respective servants or agents until payment is made of all monies due to the Vendor and/or the Stud in respect of the mare and/or foal or other monies due by the Purchaser to the Vendor and/or the Stud. The Purchaser undertakes with the Vendor and the Stud not register or attempt to register or

dispose of their interest in the foal until full payment of all such monies or with the written agreement of the Vendor and the Stud.

11. Legal Charge/Lien

13.1 The Vendor shall have a first charge or lien and right of detention over the mare, any foal born as a result of a nomination arising from this agreement and any and all related documentation of the mare and/or foal. The charge or lien shall be for the nomination fee and all associated expenses to include, but not limited to, keep fees, solicitors fees, interest and insurance. The charge or lien shall encompass the cost of a premium of any insurance that the Vendor chooses to take out to cover all risks of mortality or other such insurable risks affecting the sale value of the mare and/or foal, unless the Purchaser assigns to the Vendor a suitable existing insurance for the mare and/or foal and produces proof of the policy.

13.2 The charge/lien will operate until all such claims and monies owed by the Purchaser have been received by the Vendor and the Stud in full.

13.3 Upon giving the Purchaser seven day's written notice, the Vendor and/or the Stud may repossess the mare and/or foal and will at the Vendor's and/or the Stud's discretion either elect to accept the mare and/or foal in full and final settlement of all claims and monies owing by the Purchaser to the Vendor and/or the Stud, or sell the mare and/or foal privately or at an auction of the Vendor's choosing. Any sale in such circumstances will be at the discretion of the Vendor. The Vendor shall be entitled to apply the proceeds of sale in or towards the payment of all claims or monies owing by the Purchaser to the Vendor and/or the Stud, and account to the Purchaser for any balance remaining after payment of such sums where the mare and/or foal has not been accepted as full and final settlement.

13.4 The Purchaser shall deliver up the mare and/or the foal or shall arrange and facilitate access to the mare and/or foal (if boarded with a third party) to allow the Vendor and/or the Stud take possession.

12. Arbitration and Governing Law

This agreement and any dispute whatsoever relating to and/or arising from it are governed and are to be construed in accordance with the Laws of the Republic of Ireland. In the first instance, any dispute arising from this agreement shall be referred to a single arbitrator to be agreed between the parties or in default of agreement for 28 days to be appointed at the request of either party by the Council of the ITBA (Irish Thoroughbred Breeders Association) (or if ceases to exist, its replacement body or other national thoroughbred breeders body). The arbitrator shall have power to take the opinion of such council as he or she deems to be appropriate upon any question of law that may arise and assistance of any other expert persons as deemed appropriate and act on any such opinion or expert assistance. The decision of the arbitrator shall be final and binding on both parties of this agreement subject to right of appeal on points of law through the courts. The allocation of the arbitration costs (including the fees and expenses of the arbitrator) shall be at discretion of the arbitrator. The arbitrator will be appointed on the basis of no personal liability in respect of the arbitration decision or conduct during the arbitration process.

13. Representation and Warranty

15.1 The Vendor represents and warrants that the Vendor has good and lawful right to sell, transfer and assign the nomination to the Stallion for the covering season. The sale is otherwise made without guarantee of any nature or kind and the Vendor makes no representations or warranties and none shall be implied or deemed to exist.

15.2 The Purchaser represents and warrants that they have not relied upon any statement of the Vendor, oral or written, except as specifically provided in this agreement.

The Nomination Agreement Terms and Conditions are also available at www.zenithstallions.com

The Purchaser hereby confirms that prior to signing this agreement, it has read, understands and agrees to the terms of this agreement.

Signed: _____

By and on behalf of the Vendor

Name (print): _____

Capacity: _____

Dated: _____

15.3 The Vendor accepts no responsibility for accident, sickness, disease or delays in relation to the covering of the mare and her progeny. In addition, the Vendor accepts no responsibility for the Mare and any of her progeny in transit to or from the location where the Stallion stands.

15.4 Please note that under this agreement the Purchaser will not be entitled to compensation from the Vendor for any damage to or loss of the mare and/or her progeny and is therefore recommended to seek professional advice as to appropriate insurance cover.

14. Entire Agreement

The Agreement and the attached standard terms are deemed to be the entire agreement between the parties.

Signed: _____

By and on behalf of the Purchaser

Name (print): _____

Capacity: _____

Dated: _____



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