

Newton Stud Recipient Mare Agreement 2022

This agreement is between Newton Stud (Newton Equine Services Ltd) hereafter referred to as "the yard" and (<i>insert name and address here</i>)	
	hereafter known and referred to as "The Owner".
and is dated this day of 20	
	As with any contract, Newton Stud recommends that you seek
	independent, professional advice.
1.	Your horse must be insured for third party liability and loss at a minimum, and you must provide the yard with the insurance policy at the inception of your agreement and all subsequent relevant renewals. The yard reserves the right to ask for updated cover details at any time if you pay on a lunar basis. If you cancel your insurance; your horse cannot remain on the premises. If you change your insurance, you must notify the yard immediately. If you fail to either insure or provide evidence that your horse is insured, the horse cannot stay on the yard. All documentation can be sent electronically to yard@newtonstud.co.uk
2.	Horses must be blood tested for EHV and Strangles within a two-week period prior to arrival. These results must be submitted by email or post <i>before</i> the horse arrives. All documentation can be sent electronically to yard@newtonstud.co.uk
	Horses that are EHV-vaccinated must show proof of vaccinations. Newton Stud will refuse to accept horses arriving without acceptable test results or vaccination records. Your transporter will not be permitted to unload.
3.	Horses are kept at Newton Stud entirely at the owners' own risk. Every reasonable effort will be made to protect the safety, health, and welfare of all the horses at the stud at all times, but no responsibility or liability for any injury, disease, illness, or death can be accepted under any circumstances whatsoever.
4.	Owners agree that if a member of staff believes that the horse is in need of urgent veterinary/farrier attention, we will summon a veterinary surgeon/farrier and authorise any essential treatment, and notify the owner; accordingly, this may be after the initial treatment has taken place. The owner agrees to take responsibility



for all veterinary/farrier fees incurred in this instance. Horses requiring stabling or nursing care will incur additional livery charges.

- 5. If the vet advises that the horse should be euthanised urgently, all reasonable efforts will be made to contact the owner, but the owner agrees that we may authorise the euthanasia of the horse if deemed necessary to prevent suffering.
- 6. Owners and their representatives or guests must not enter any fields/stables/pens unless accompanied by a member of staff, for their own safety. Newton Stud reminds you that horses, particularly young horses, are unpredictable. You enter the fields, pens and stables entirely at your own risk and we cannot accept responsibility for any injuries incurred by you, your representatives, or your guests. No food is to be taken into fields or pens.
- 7. Owners are welcome to visit their horse(s) Monday to Saturday between the hours of 9am-5pm, by prior arrangement only. The yard is closed to visitors on Sundays and may be closed at other times without notice.
- 8. Owners and their representatives or guests may take photos of their own horses only and may not post photos or videos on social media where horses belonging to another owner can be identified. Owners may not take pictures of staff or property without specific permission.
- 9. Newton Stud will arrange all routine veterinary and farriery visits as required. Farriery costs will be added to the livery bill, and veterinary costs will be billed to the owner directly. Horses may be sedated for farriery and veterinary treatment, without prior consultation with the owner, if deemed necessary by a member of staff for safety reasons, and the costs will be passed on to the owner.
- 10. All horses must be vaccinated for flu and tetanus. If the horse's vaccinations are found to have lapsed or the horse has not been vaccinated, a new course will be



started, and the cost will be billed directly to the owner. In-foal mares will be vaccinated for EHV and fitted with a foaling alarm prior to foaling, and the costs billed to the owner.

- 11. Horses may not wear hind shoes unless by prior agreement. Horses arriving shod will be kept stabled at additional cost until the hind shoes can be removed.
- 12. Horses will be rugged only if deemed necessary by a member of staff.
- 13. Any equipment left with the horse, either on arrival or at any time, is left at the owners' own risk and we accept no responsibility for any loss, damage or theft that may occur at any time.
- 14. Newton Stud reserves the right to request the removal of any horse(s) at any time and is not obliged to give a reason. Any fees owing will still be due, and horses must be removed within 14 days of notice being given.
- 15. Owners are welcome to remove their horse (within the hours stated above and upon giving at least 48 hours' notice), and any extra livery already paid will be refunded.
- 16. Livery is to be paid in advance on the 1st of every month. Any additional monies due will be invoiced monthly. No credit terms are offered.
- 17. In the event that any sum due under this agreement remains unpaid for more than three months (90 days) after they first became due, the owner agrees that we may sell the horse, provided that written notice has been given to the owner at the address set out at the beginning of this agreement, or any subsequent change of address as notified by the owner to the stud, of this intention to sell, at least seven days before sale. From the monies received from the sale of the horse, we may retain such sums to cover any unpaid sums due under this agreement and all reasonable costs of sale. Any remaining monies shall be returned to the owner within thirty days of sale.



18.	This agreement applies to all horses currently on livery at Newton Stud and any horses that may arrive in the future under the same ownership, including any foals that may be born while at the stud.
	Signature:
	I have read and accept the above terms and conditions and agree to the stipulation laid out therein.
	Signed:

Please sign as indicated above and initial each page.