

## **Stallion Service Contract – Shipped Semen 2020/21 Breeding Season for the Stallion “PSL Lingh II”**

I ..... (“Mare Owner”) hereby confirm the application for a service booking to PSL Lingh II upon the following terms and conditions. This contract is made by and between Andie Morgan (“Stud Farm”) and the Mare Owner being the person responsible for the Mare, whether owned or leased.

### **1. FEES:**

The Mare Owner agrees to pay the Stud Farm the following fees:

- a. A non-refundable Booking Fee of \$500 is due at the signing of this contract. This will ensure a place for your mare in this stallion’s book. This fee is deductible from the Service Fee of \$1200.
- b. The remainder of the Service Fee \$700 is payable BEFORE the first shipment of semen is sent.
- c. The semen will be collected at Equibreed NZ and dispatched by them. Current charges for this service are \$264.50 incl GST to collect and package and evaluate semen, \$86.25 incl GST for delivery to Hamilton Airport. These costs are to be met by the mare owner.
- d. Courier Fees will be billed out to the Mare Owner for each shipment of semen (approx \$130 per flight)
- e. The stud requires that the shipping container is returned within 48 hours at the cost of the mare owner. Failure to attend to this will result in \$60 (plus GST) being billed to the Mare Owner to cover the cost of a replacement container.
- f. Andie Morgan accepts direct credit into ANZ bank account 06-0082-0782498-00, please ensure your name and the name of your mare appear in the particulars.

### **2. RESERVATIONS FOR SEMEN:**

- a. The receipt of the Service Fee confirms the mare’s reservation to breed to PSL Lingh II in the current breeding season which extends from 1st September 2020 until 1st March 2021
- b. Orders for semen must be placed 48 hours before semen is required The Mare Owner acknowledges that the stallion may be competing away from the Studfarm during the breeding season. It is the Mare Owner’s responsibility to check semen availability in advance.

### **3. RETURN SERVICE CONDITIONS / LIVE FOAL GUARANTEE:**

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- a. The Mare will be limited to being bred on four cycles in any one breeding season
- b. If the Mare fails to get in foal she may return the following season, but will be liable for another booking fee and any associated insemination / grazing costs. It is accepted that the Studfarm may require a negative uterine culture (swab) certificate prior to the Mare's return service.
- c. If the Mare tests positive for pregnancy but becomes barren during gestation, she will be eligible for a return service. A veterinary certificate of barrenness must be sent to the Studfarm within 10 days of the examination
- d. If the Mare produces a live foal that is unable to stand or suckle within 24 hours and it subsequently dies or is destroyed, the Mare is eligible for a return service. A veterinary certificate must be provided to the Studfarm within 10 days of the foal's death. Failure to provide the certificate within the given period will make return of service policy null and void.
- e. If the Mare becomes unbreedable for any reason, the Mare Owner may swap the return service to another mare after gaining the permission of the Studfarm.
- f. All rights of return to the Stallion do not include Booking, Collection, transportation fees nor other associated costs.
- g. The live foal guarantee does not apply:
  - i. If the mare is sold, exported or dies.
  - ii. If the mare is not foaled under approved supervision at a recognized stud or veterinary establishment, OR under mare owner's supervision at the discretion of Morgan Family Trust.

#### 4. REFUND OF FEES:

The Mare Owner will be entitled to a refund of the Service Fee if the Stallion dies or becomes unfit for breeding prior to serving the mare in the present breeding season. However, no refund will be given if the Mare has already had her first insemination.

5. **WARRANTY:** The Mare Owner hereby releases the Stud Farm from any responsibility or liability for lost, delayed or damaged semen due to circumstances beyond their control.
6. **ISSUE OF BREEDING CERTIFICATE:** Only one Certificate of Service will be issued for this contract. This certificate will pertain only to the Mare described in this contract. The Certificate will be issued once the Mare is tested 42 days in foal and all outstanding invoices have been paid by the Mare Owner.

7. SIGNED BY THE PARTIES:

Andie Morgan:

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Mare Owner:

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Date:

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By signing this agreement the mare owner acknowledges that their name and address will be forwarded to the relevant breed association for their stallion return records. Your information will not be used for any other purpose or made available to any other party other than the office of the registrar.

- If you do not wish for your details to be submitted please tick this box please make this known to the Studfarm.

Mare owner's details:

Name: .....

Postal Address:

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Phone: .....

Email Address: .....

Veterinarian's details:

Name of inseminating Veterinarian: .....

Practice Name and Address: .....

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Vet Practice Phone Number: .....

Name of Airport or Address for semen to be couriered to: .....

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Mare details:

Name of Mare: .....

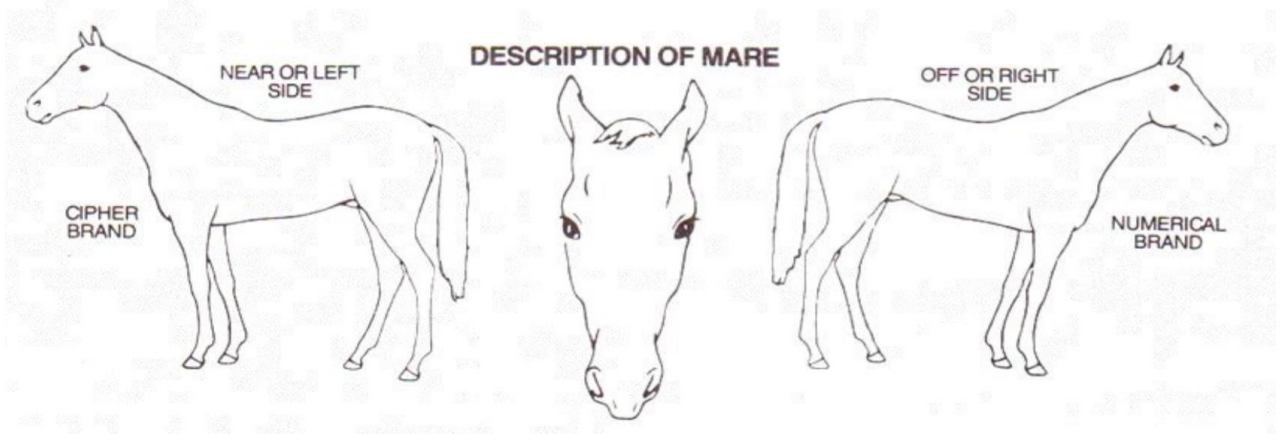
Year of Birth: ..... Breed: ..... Colour: .....

Please Circle:

Maiden Mare

Empty Mare

Mare with Foal at Foot



Please retain a copy of all pages of this contract for your own records and then return entire original contract to Morgan Family Trust.