

STALLION SERVICE CONTRACT SHIPPED COOLED SEMEN

THIS AGREEMENT is made and entered into this day and month written below between EquiNetics (J & L Hall) ("Stud Manager") and

("Mare Owner"). These parties agree as follows:

1. Mare Owner agrees to breed the mare ("Mare")

Name of Mare

Registration No.

Date of Birth

to RATCHETTS IMPRESED (IMP USA) PHAA 8311 standing at Hallmark Farm for the 2018 season and to pay the Stallion Service fee together with other reimbursable expenses herein.

- 2. The Stallion Service Fee shall be AUD\$1000.00.This includes an AUD\$250.00 non-refundable booking fee which is payable upon execution of this contract. The balance of the Stallion Service Fee must be paid in full prior to shipment of semen. Payment is required in full, before any semen will be sent, including postage or courier costs.
- 3. The Stallion Service Fee shall include the following:
 - a) Breeding Fee
 - b) First collection fee at no charge, freight is applicable.
- 4. For each additional shipment, the Mare Owner shall be responsible for the following:
 - a) \$275.00 Semen Collection Fee (excluding first collection)
 - b freight charges.
- 5. Semen will be shipped on Mondays to Thursdays only. EquiNetics will consider requests for shipments on off breeding days but such shipments will be sent airport to airport and incur an additional fee of \$200 and be subject to availability of courier / freight company.
- 6. The breeding season for shipped semen begins September 1st and closes December 31st at which time all shipments may be discontinued.
- 7. The Stallion Owner will honour the Stallion Service Fee on the mare originally booked (unless otherwise mutually agreed in writing between Mare Owner and Stallion Owner) for the following year only. The Mare Owner is responsible for all additional charges other than the service fee.
- 8. <u>Live Foal Guarantee</u>

Subsequent to the breeding to the Stallion, if the Mare miscarries, aborts or proves barren or if the resulting foal dies within forty eight (48) hours of birth, a re-breed the following year only is guaranteed for which no additional Stallion Service Fee will be charged provided that a veterinary certificate validating the abovementioned loss is sent to the Stud within seven (7) days of the loss. Where a rebreed is to occur, other fees such as the collection fee, courier / freight fees, and any other fees will still be paid by the Mare Owner and the Mare Owner shall, prior to the re-breed, have the Mare inspected by a veterinarian to prove her sound breeding potential. The re-breed is available only to the Mare originally booked unless mutually agreed otherwise in writing by the Mare Owner and Stallion Owner. If the Mare fails to produce a live foal in the re-breed year (that is the year immediately following the year of this contract) or if the Mare Owner fails to breed the mare to the Stallion in the re-breed year, then any and all fees paid by the Mare Owner shall not be refundable and the Stallion Owner is released from any further obligations.



JEFFREY & LEE ANN HALL 3988 WIDE BAY HWY KILKIVAN QLD 4600 Ph 0437 044116 / 0412 136096

9. Overo Lethal White -

It is EquiNetics policy to not breed overo mares to overo stallions to inhibit the possibility of producing a lethal white foal. Hallmark Farm recommends that OLWS negative tested mares only be used for breeding to OLWS positive stallions. In the event of a Lethal White Foal being produced a rebreed will be offered with a \$250- rebreeding fee payable to the stallion owner.

- 10. The Mare Owner agrees to send a veterinary certificate of the forty two (42) day pregnancy test of the Mare to Hallmark Farm. Provided that all outstanding fees and charges have been paid by the mare owner, EquiNetics will send The Certificate of Service to the Stallion to the Mare Owner at the end of breeding season.
- 11. The parties agree that should the above named stallion die or become unfit for service after payment of the stallion fee but prior to the pregnancy being achieved, the Mare Owner shall be entitled to a full refund of the Stallion Service Fee.
- 12. This contract shall not be transferable by Mare Owner. This agreement constitutes the entire agreement between the parties; any amendment to or modification of the terms to this agreement must be in writing.

Specific Amendments are listed hereunder:

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13. Should is be necessary for the Stallion Owner to employ a lawyer to enforce any of the terms of this agreement, including collection of money owed. Mare Owner shall pay reasonable lawyer's fees, cost of suits, and other expenses reasonably related to enforcing this agreement.

14. **REQUIRMENTS PRIOR TO SHIPMENT:**

- a) Original Signed Contract
- b) Payment of Stallion Service Fee
- c) COPY OF MARE'S REGISTRATION PAPER/S, BOTH SIDES.

Signature of Stallion Owner or Stud Manager		Date
Mare Owner's Information:		Veterinarian Information
Signature of Mare Owner		Veterinarian Name
Address		Address
City, State, Postcode		City, State, Postcode
Phone/Fax/E-mail		Phone/fax/E-mail
Stallion Service Fee:	Date	 Agent
Booking Fee:	Date	 Address
Balance Due:	Date	

Payment can be made by cheque, cash, direct credit or credit card. A credit card fee of 3% applies. Bank details for direct credit are – BSB 062-676 A/c 1023 9476 – CBA Orana Mall Dubbo – J & L Hall t/as EquiNetics



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