



2009
SPARKLING ACRES STALLION SERVICE CONTRACT
Live Cover

Date: Agreement made this day of 2009 between Sparkling Acres Appaloosas ("the Stud") and
..... ("the Mare Owner"). The Mare Owner has engaged a breeding ("the Service") in
the 2009 breeding season for ("the Mare") (breed and registration
number) to ("the Stallion"). The Mare is empty or has/will have foal at foot ("the Foal")
(delete one). The 2009 breeding season runs from 1 September 2009 to 31 December 2009.

Terms of Agreement for the Service

- 1. The Fee for the Service is \$1,125 including GST. The Service includes up to 42 days grazing, drench on arrival and one pregnancy scan.
2. The Fee includes a Live Foal Guarantee, which applies if the Foal that results from the Service
a) is not carried to term
b) is born dead
c) dies within 8 hours of birth

On receipt of a veterinary certificate covering any of the above situations within 10 days of the Foal's death, the Stud will provide the Mare Owner one Return Service for the Mare, to be taken in the 2010 breeding season. Failure to provide the veterinary certificate within 10 days of the Foal's death will render the Live Foal Guarantee null and void. A handling fee of \$250 will apply and all clauses in this Agreement remain in effect.

- 3. Satisfaction Guarantee: if the foal resulting from the Service is unsatisfactory in any way, the Mare Owner may elect to return it to the Stud in return for a return Service for the Mare in the 2010 breeding season at no cost (excludes transport, veterinary and other fees incurred in the course of caring for or breeding the Mare) or a refund of the Fee paid by the Mare Owner. The Mare Owner must contact the Stud within 30 days of the birth of the unsatisfactory foal to advise they are invoking their rights under the Satisfaction Guarantee and must deliver the foal resulting from the service to the Stud, in good health, once it is weaned.
4. A deductible, non-refundable fee of \$250 is payable upon signing this Agreement. The balance of \$875 is payable upon positive 18 day pregnancy scan. This must be paid in full before the Mare leaves the Stud.
5. Additional charges that may apply are as follows, without limitation:
a) any additional feed the Mare requires, at cost or supplied by the Mare Owner
b) grazing beyond 42 days at \$4 per day for dry mares and \$7 per day for mares with foals
c) second and subsequent pregnancy scans including call out fee, at cost

These and any other veterinary or other fees incurred in the course of caring for the Mare and/or Foal and in breeding, other than those covered in clause 1 above, are the responsibility of the Mare Owner.

- 6. The Mare must be halter broken and have her shoes removed before arrival at the Stud. The Mare will be wormed on arrival and must not have been wormed for 3 weeks prior to arrival. The Mare must not be exhibiting any signs of ill health.
7. The Stud will provide all reasonable care for the Mare and any Foal. The Mare Owner hereby releases the Stud from any responsibility or liability for any disease, injury or accident to the Mare or Foal.
8. The Mare Owner will not be held responsible for any sickness, accident or injury to the Stallion or any other animals at the Stud provided that their obligations as detailed in clause 6 above have been met.
9. The Mare Owner warrants that all reasonable care will be taken to avoid invoking their rights under clause 2.
10. In the event of any injury to the Mare or Foal, the Mare Owner agrees that the Stud may take any steps it deems necessary to care for the Mare and/or Foal and accepts responsibility for any costs incurred in this care.
11. The Stud reserves the right to refuse any mare for the Service. Any such refusal, except where the Mare presents for the Service having not met the terms of clause 6 above, will result in a full refund to the Mare Owner of any monies paid.
12. The Mare Owner may not transfer their rights or their obligations under this Agreement or the Live Foal Guarantee or Satisfaction Guarantee contained herein, without the prior agreement of the Stud.
13. The Terms of Agreement are accepted by both parties and this Agreement is effective at the Date, when signed by both parties below.

Signed for the Stud: Petra Davidson

Signed for the Mare Owner:

1165 Whangaripo Valley Road

.....

RD2 Wellsford 0972

.....

Phone: 09 423 9552

Phone:

Signed:

Signed:

Date:

Date:



2009
SPARKLING ACRES STALLION SERVICE CONTRACT
Chilled, transported semen

Date: Agreement made this day of 2009 between Sparkling Acres Appaloosas ("the Stud") and
..... ("the Mare Owner"). The Mare Owner has engaged a breeding ("the Service") in
the 2009 breeding season for ("the Mare") (breed and registration
number) to ("the Stallion"). The 2009 breeding season runs from 1 September 2009 to 31
December 2009.

Terms of Agreement for the Service

- 1. The Fee for the Service is \$1,125 including GST. The Service includes one collection of semen for insemination.
2. The Fee includes a Live Foal Guarantee, which applies if the foal that results from the Service ("the Foal")
a) is not carried to term
b) is born dead
c) dies within 8 hours of birth

On receipt of a veterinary certificate covering any of the above situations within 10 days of the Foal's death, the Stud will provide
the Mare Owner one Return Service for the Mare, to be taken in the 2010 breeding season. Failure to provide the the veterinary
certificate within 10 days of the Foal's death will render the Live Foal Guarantee null and void. A collection fee of \$225 will apply
and all clauses in this Agreement remain in effect.

3. Satisfaction Guarantee: if the foal resulting from the Service is unsatisfactory in any way, the Mare Owner may elect to return
it to the Stud in return for a Return Service for the Mare in the 2010 breeding season at no cost (excludes collection, transport,
veterinary and other fees incurred in the course of caring for or breeding the Mare) or a refund of the Fee paid by the Mare
Owner. The Mare Owner must contact the Stud within 30 days of the birth of the unsatisfactory foal to advise they are invoking
their rights under the Satisfaction Guarantee and must deliver the foal resulting from the service to the Stud, in good health, once
it is weaned.

4. A deductible, non-refundable fee of \$225 is payable upon signing this Agreement. This secures the Mare's place in the Stallion's
book. The balance of \$900 is payable before the first shipment of semen will be supplied to inseminate the Mare.

- 5. Additional charges that may apply are as follows, without limitation:
a) transport of semen will be charged at cost;
b) any additional semen collections will be charged at \$100 including GST per collection, plus transport.

These and all other costs incurred in the course of inseminating the Mare are the responsibility of the Mare Owner.

6. The Mare Owner warrants that the Mare will be inseminated by suitably qualified/experienced personnel.

7. Should the Mare fail to conceive following insemination on the second cycle, the Stud reserves the right to request a veterinary
exam and relevant swabs be carried out, at the Mare Owner's expense, to verify the Mare's breeding health and suitability.

8. Should the Mare become unbreedable for any reason, the Mare Owner may substitute another mare for the Service or the Live
Foal Guarantee with the Stud's consent, such consent not to be unreasonably withheld.

9. The Mare Owner hereby releases the Stud from any responsibility or liability for lost, delayed or damaged semen.

10. The Mare Owner warrants that all reasonable care will be taken to avoid invoking their rights under clause 2.

11. The Stud reserves the right to refuse any mare for the Service. Any such refusal, except where the Mare Owner has not met
any of their obligations under this Agreement, will result in a full refund of any monies paid.

12. The Mare Owner may not transfer their rights or their obligations under this Agreement or the Live Foal Guarantee or
Satisfaction Guarantee contained herein, without the prior agreement of the Stud.

13. The Terms of Agreement are accepted by both parties and this Agreement is effective at the Date, when signed by both parties
below.

Signed for the Stud: Petra Davidson

1165 Whangaripo Valley Road

RD2 Wellsford 0972

Phone: 09 423 9552

Signed:

Date:

Signed for the Mare Owner:

.....

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Phone:

Signed:

Date: