



2018
SPARKLING ACRES STALLION SERVICE CONTRACT
Chilled, transported semen

Date: Agreement made this day of 20..... between Get Spotted Ltd t/a Sparkling Acres Sportaloosas ("the Stud") and ("the Mare Owner"). The Mare Owner has engaged a breeding ("the Service") in the 2018 breeding season for ("the Mare") (breed and registration number) to Mighty Luminous / Skip's Supreme ("the Stallion"). The 2018 breeding season runs from 1 September 2018 to 30 April 2019.

Terms of Agreement for the Service

1. The Fee for the Service is \$1,150 and includes GST and one collection of semen for insemination.
2. The Service 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 48 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 following 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 collection 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 and choose either a Return Service for the Mare in the following breeding season (collection fee of \$115 and transport applies) or a refund of the Fee. 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. 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 apply are as follows, without limitation:
 - a) transport of semen, charged at cost per Air New Zealand's national cargo schedule of fees
 - b) any additional semen collections will be charged at \$115, 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 must give the Stud at least 24 hours notice of the Mare's requirement for semen.
7. The Stud will send semen to the nearest airport and it is the Mare Owner's responsibility to uplift the semen from this airport.
8. The Mare Owner warrants that the Mare will be inseminated by suitably qualified/experienced personnel.
9. 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.
10. 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 and such consent will not be unreasonably withheld.
11. The Stud will use all reasonable endeavours to ensure that semen is available when required by the Mare Owner but does not guarantee its availability.
12. The Mare Owner hereby releases the Stud from any responsibility or liability for lost, delayed or damaged semen.
13. The Mare Owner warrants that all reasonable care will be taken to avoid invoking their rights under clause 2.
14. 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.
15. The Mare Owner may not transfer their rights or their obligations under this Agreement or the Live Foal Guarantee contained herein, without the prior agreement of the Stud.
16. 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:

Signed for the Mare Owner: Name

Address

Phone:

Signed: