

SERVICE AGREEMENT FOR ‘Donnerubin DC’ **THE PARTIES**

Chevaux Dansants Stables – “The Stud”

P.O Box 12-045

Palmerston North 4444

Mobile: (027) 220 4257 Jacinda

Email: jacindayounger@xtra.co.nz

AND

Owner or Lessee of the Mare (“The Mare Owner”)

Address

Phone - Home:

Mobile:

Email:

THE DETAILS OF THE MARE (- So that they can be included in the Donnerubin Studbook)

1. Name of the Mare to be bred to Donnerubin.

(“The Mare”)

2. “The Mares” Registrations Numbers (if applicable)

ESNZ No.

OTHER.

3. “The Mares” Bloodlines

(Sire of the Sire)

(Sire of “The Mare”)

(Dam of the Sire)

(“The Mare”)

(Sire of the Dam)

(Dam of “The Mare”)

(Dam of the Dam)

4. “The Mares” Physical Description

Breed.

Color.

Height.

Date of Birth.

Brands.

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Status of “The Mare”. Dry / Maiden / Foal at foot (Delete non-applicable).

Competition Highlights -

• THE STALLION – “DONNERUBIN DC” BREED DETAILS

<u>Donnerubin</u> (Imp.) NZWHA Life Reg No. 180606 AWHA Reg No. DNA Typed Equine Parentage Services Center - Massey University. DNA No. 1000874	Donautraum (German Import) (Oldenburg) 330428898	<u>Donnerhall</u> (Oldenburg)	Donnerwetter (Han.)	Disput (Han.)	Diskant
				Melli (Han.)	St.pr.st. Amselmaerchen
					Matador
					Lilli
		Waischja (Hanoverian)	Ninette (Old.)	Markus (Old.)	Manolete
				Negola (Old.)	St. Pr St. Harine
					Carnot
					Negera II
		Lortzing (Han.)	Lombard (Han.)		Lugano II
				Kaiserin (Han.)	St. Pr. St Landsiegel
			Winzerin (Han.)	<u>Wenzel I</u> (Han.)	Kurier
				Aster (Han.)	Marschrute
	Delilah (German Import) (Oldenburg) DE: 433340260500	<u>De Niro</u> (Hanoverian)	<u>Donnerhall</u> (Old.)	Donnerwetter (Han.)	Woermann
				Ninette (Old.)	Mon Cherie
			Alicante (Han.)	<u>Akzent II</u> (Han.)	Aderlass
				Wiesennelfe (Han.)	Gladiole
		Aronja (Oldenburg)	<u>Rubinstein I</u> (Westfalen)	<u>Rosenkavalier</u> (West.)	Wiesenbau m xx
				Antine B (West.)	Feldeiche
			Amsel (Old.)	Admiral I (Han.)	Romadour II
				Blankila (Old.)	Diva
					Angelo xx
					Dodona
					Abstanz
					Preislied
					Furioso II
					Blankonda

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REQUESTED MONTH TO START INSEMINATION

The Stud now takes a set number of mares per month to start insemination, once that number is full, mares are waitlisted for that month and once scheduled mares scan in foal the next mare can start off the waitlist.

In order to reduce the numbers of mares the Stallion collects for, the only mares the Stallion is likely to accept in January, February and March before Horse of the Year show are either mares who have already started that season but have failed to get in foal OR mares who have foaled after Christmas. – But please feel free to still make enquires in case that position changes. After HOYS the Stallion will resume normal breeding duties.

The Mare Owner will read and follow the “checklist” provided by the stud and contact the stud via email to book a month to start inseminating to try and get their month of choice.

DETAILS OF THE DELIVERY OF THE SEMEN

1. THE AIRPORT LOCATION - for the Semen to be flown to for pick up by “The Mare Owner” or their inseminating Vet.

(eg: Hamilton Airport for Equibreed to inseminate)

OR:

2. SEMEN WILL BE PICKED BY “The Mare Owner” from the Stud in Feilding

YES / NO

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THE PARTIES AGREE THAT:

1. The Parties agree to try and breed "The Mare" to the Stallion "Donnerubin" by artificial insemination via chilled or frozen semen.
2. The **Service Fee** for Donnerubin for "The Mare" is reduced from \$2500 to \$1,800 (exceptional mare or early bird discount) plus gst, the total amount payable therefore being **\$2070** ("The Service Fee"), which is made up as follows:
 - (a) The Service Fee includes the **non-refundable booking fee** of \$500 plus gst. The total **booking fee** therefore being **\$575 (inc GST)**, **payable at the time of signing this Agreement and returning it to "The Stud"**. This ensures your place in Donnerubin's Studbook, which may be limited; **and**
 - (b) The **balance of the Service Fee** being \$1,300 plus gst. The total balance amount therefore being **\$1495 (inc GST)** is payable into "The Stud's" bank account and **must be cleared funds before the first shipment of Semen is sent by the Stud for insemination** into "the Mare".
3. **Collection fees** in order to impregnate "The Mare" to satisfy this Agreement will be liable per collection. The collection fee is **\$250** (including gst).
4. Any **Collection Fee** must be paid into "The Stud's" bank account **before** any collection of semen will be sent to "The Mare Owner" for insemination into "The Mare".
5. **Delivery fees** (if applicable) are payable by "The Mare Owner" for any and all shipment(s) of semen before the shipment is sent. The Semen can be picked up from the "The Stud" in Feilding at no cost to "The Mare Owner". Otherwise "The Stud" will only fly the semen to the closest airport to "The Mare". This is because Couriers have been known to in the past not transport Semen satisfactorily.
6. It is agreed between the Parties in signing this contract that **once the Semen leaves "The Studs" address it is the sole responsibility of "The Mare Owner"**.
7. All monies payable by "The Mare Owner" must be received by "The Stud" and be cleared funds 24hrs prior to the Semen being shipped. It is "The Mare Owner's" obligation to notify "The Stud" once the funds have been deposited into "The Stud's" bank account. In addition it is "The Mare Owner's" obligation to clearly mark the deposit with their name as identified above.
8. Cheque's for the remainder of the service fee or collection costs will only be accepted if sent one calendar month prior to the semen being required. The preferable payment of money is transferred into "The Stud's" Bank account either via Internet Banking or direct deposit.
9. The Semen Shipper (Equitainer) must be couriered (with track and trace) back to **"The Stud's" Physical address outlined on the Equitainer within 48 hours of receipt of the Semen** by the Mare Owner at the Mare Owners cost – *preferably via NZ POST (Courierpost) in a courier bag – as this arrives at "The Studs" address the quickest (due to Couriers our end).*
10. Failure to return the Semen Shipper to "The Stud" will result in the Mare Owner being charged with the full price of replacement of the Semen Shipper of up to \$1,000 (incl gst) and/or a penalty daily figure of \$50 per day it is overdue after the first 48 hours as above at "The Stud's" discretion.

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11. "The Stud" offers a **Live Foal Guarantee**. This means that if "The Mare" fails to get in foal or a live foal fails to live for 24 hours after birth, "The Mare" is eligible for a return service the following consecutive season(s), but will be liable for an increased first collection cost/booking fee of \$250 plus gst, therefore total booking fee of **\$287.50** to secure "The Mares" place in that seasons Stud book and includes collection costs. The Parties agree to be bound by all other obligations within this Agreement including for example further collection fees and Delivery fees.
12. The Live Foal Guarantee is subject to "The Mare Owner" providing a Veterinary Certificate to verify that "The Mare" either failed to get pregnant, or became barren during the pregnancy or to verify that the foal died within 24 hours of birth. Failure to do so will result in not activating the Live Foal Guarantee by "The Stud" - should this occur no refund will be given.
13. The Live Foal Guarantee is subject to "The Mare" being foaled at a Professional and experienced Horse Stud, Equine Veterinary Practice or Equine Reproductive Practice under the guidance of an Equine Veterinarian or Professional and Experienced Stud-Master, which must be authorized by "The Stud" prior to "The Mare" giving birth, unless agreed to otherwise at a later date in writing between the parties.
14. The Live Foal Guarantee expires after 3 consecutive seasons including the first season.
15. Should "The Mare" become unbreedable on the advice of an Equine Veterinarian who provides a Veterinary Certificate outlining this which is provided to "The Stud" by "The Mare Owner" as soon as it becomes evident, then "The Mare Owner" may nominate another mare for breeding.
16. This second mare must be approved as a suitable mare by "The Stud" and provided that the Live Foal Guarantee has not expired, can then be substituted in place of "The Mare" within this Agreement by the consent of both Parties. As such the Mare Owner must provide for the approval process the details as outlined about "The Mare" at the beginning of this Agreement.
17. If "The Mare" ownership changes during the pregnancy, "The Stud" must be notified in writing of this within 10 days of the sale of "The Mare's" new owners details. The Live Foal Guarantee does not transfer to the new owner of "The Mare" unless a new agreement is signed between "The Stud" and "The New Mare Owner" at "The Studs" discretion.
18. If "The Mare" dies before a live foal eventuates, a Veterinary Certificate must be provided to the Stud within 10 days of "The Mare's" death. In that case a second mare may be nominated for breeding.
19. This second mare must be approved as a suitable mare by "The Stud" and provided that the Live Foal Guarantee has not expired, can then be substituted in place of "The Mare" within this Agreement by the consent of both Parties. As such the Mare Owner must provide for the approval process the details as outlined about "The Mare" at the beginning of this Agreement.
20. The only circumstances where "The Mare Owner" will be **entitled to a refund** of the Service Fee is upon the death of the Stallion Donnerubin or if he becomes permanently medically unfit as deemed by "The Stud's" Veterinarian for breeding, prior to "The Mare" being inseminated and as a consequence a live foal not eventuating and only if "The Mare Owner" doesn't wish to transfer the service to another of "The Studs" Stallions.

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21. In the event of a refund, this refund does not include the non-refundable booking fees or collection costs. In addition any outstanding fees owed to “The Stud” by “The Mare Owner” will be deducted prior to the refund being released. Any remaining fees owing to “The Stud” by “The Mare Owner” over and above the refund figure will continue to remain due and owing. Finally the service fee value refunded reduces by 1/3 for each season no longer remaining on the LFG.
22. Any sum owing by “The Mare Owner” to “The Stud” will incur interest on a daily basis at the rate of 4% above “The Stud’s” Bank’s overdraft interest rate. “The Mare Owner” will be liable for any and all collection costs associated with sums outstanding as outlined in this Agreement, including but not limited to Legal Fees, Filing Fees and Debt Collection Agency fees.
23. “The Stud” is not liable for any act, omission or failure under this Agreement including damaged, lost or delayed semen, if that act, omission or failure arises directly from a cause beyond “The Stud’s” reasonable control. “The Stud” shall advise “The Mare Owner” as soon as possible after becoming aware of such cause.
24. **Orders for semen** must be placed with “The Stud” **before 6pm the night by text message only** before the semen is required to leave “The Stud’s” property.
25. All Veterinary Costs for “The Mare” are the obligation of “The Mare Owner”.
26. “The Mare Owner” accepts that “The Stud” now only collects on Monday, Wednesdays and Fridays as the Stallion was getting exhausted collecting everyday in the 2015-2016 season. The Stallions Semen lives usually for about 4 days and as such if the “The Mare” doesn’t cycle as planned and requires semen on Tuesday, Thursday or Saturday the insemination can still take place. The “Mare Owner” is to read and understand “The Studs” checklist for more details.
27. As the Stallion is away competing or training during the breeding season from time to time. **It is the responsibility of “The Mare Owner” to check semen availability in advance before starting to scan the mare.**
28. The Stud **may not be collecting** during the **Christmas and New Year Holiday period**, so the Mare Owner will ensure that they try and inseminate during “The Mares” cycles either earlier than that period or after. It is “The Mare Owners” responsibility to check the availability over this period in advance.
29. “The Mare Owners” also accepts that is their sole **responsibility to keep “The Stud” fully informed of the likely time Semen will be ordered** as “The Mare” progresses in her cycle with scanning and leading up to the anticipated insemination date. Failure to do so may result in Semen being unable to be sent in time as there is maximum number of mares that can be inseminated off one collection, it is first in first served basis. Should this happen then “The Mare Owner” accepts they cannot hold “The Stud” responsible for any cost associated with Semen being not being available in time to inseminate “The Mare”.
30. All monetary values are in New Zealand dollars and bookings from overseas must ensure that the correct amount in NZ dollars is received by “The Stud”.
31. The current breeding seasons for “The Mare” shall be from the 1st October of the year this Agreement is signed to the 1st February the following year, with the restrictions on breeding in each season as listed above. In some cases “The Stud” may allow breeding outside of that period.

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32. The Mare Owner agrees that if the foal is a Colt that the colt will be gelded by the age of 3 years of age and will not be used as a breeding Stallion whether publically or privately.
33. **Service Certificates** are now issued on the NZWA service certificate book. This is because Donnerubin is a Licensed Stallion with the NZWA and his progeny can be registered with them. It is a requirement of his Licensing that the NZWA receive a copy of the Service Certificate.
34. The Service Certificate will be sent out after notification by the Mare Owner of the successful 42day scan when "The Stud". The Mare Owner must also advise "The Stud" their postal address on notification of the positive 42day pregnancy scan, and ensure "The Mares" physical description has been provided to the Stud on the insemination certificate.
35. The "Mare Owner" in signing this agreement, gives "the Stud" permission under the Privacy Act 1993 for their details to be recorded on the Service certificate and one copy of the triplicate service carbon copy service certificate to be sent to the NZWA.
36. The Mare Owner will only receive one copy of the triplicate form, if this is lost at the time of Registration of the foal with NZWA, the "Mare Owner" should contact the NZWA as they will have their copy.
37. In the event of a dispute between the Parties, the Parties shall meet and discuss the issues in good faith. If discussions fail then the Agreement is governed by the Laws of New Zealand and the Parties submit to the exclusive jurisdiction of the New Zealand Courts in respect of all matters relating to this Agreement.
33. If "The Mare Owner" has any concerns or is confused by any clause in this Agreement then "The Mare Owner" should seek independent legal advice prior to signing the Agreement. "The Mare Owner" accepts it is their responsibility to understand the implications of signing this Agreement and is bound by the clauses of this Agreement upon signing of this Agreement.

Signed by the Parties

Jacinda Younger
Stud-master for Chevaux Dansants Stables "The Stud"

Date / /

AND

(Sign here)

----- (Print name)

"The Mare Owner"

Date / /

Notes:

- Be sure to have completed all blank sections in the contract – where highlighted

Sign Initials

- Please initial every page and sign on this page. Then scan the contract back to us. Please print 2 copies if returning via post.

Sign Initials _____