

VAN DEMEARS FRIESIANS STUD CONTRACT

This agreement is between Van Demears Friesians (VDF) of 91 Plunkett Rd, Tamborine, 4270 and the Mare owner named below for the purpose of breeding the mare
_____ to the Stallion Wester Fan T'Lakerveld

MARE OWNER

NAME: _____

STREET ADDRESS:

SUBURB/CITY: _____

STATE: _____

POSTCODE: _____

EMAIL: _____

PHONE: _____

HOME PHONE: _____

DATE: ____/____/____

SIGNATURE: _____

MARE'S DETAILS (attach copy of rego papers)

NAME OF MARE: _____

DATE OF BIRTH: ____/____/____

MICROCHIP/BRAND: _____

BREED : _____

COLOUR : _____

HEIGHT: _____

SIRE: _____

DAM: _____

REGISTRATION: _____

SOCIETY: _____

PRE-EXISTING INJURIES:

BREEDING HISTORY

Year: _____
Bred: Y N
If Yes, Test POS: Y N
Result LIVE FOAL: Y N
If not, please provide details:

Year: _____
Bred: Y N
If Yes, Test POS: Y N
Result LIVE FOAL: Y N
If not, please provide details:

Year: _____
Bred: Y N
If Yes, Test POS: Y N
Result LIVE FOAL: Y N
If not, please provide details:

ORDERING (Tick Applicable Box)

- SUPPLY OF TRANSPORTED CHILLED SEMEN

- SUPPLY OF TRANSPORTED FROZEN SEMEN

FEES APPLICABLE

Purebred Mares:

BOOKING FEE (NON-REFUNDABLE): \$500.00 inc GST

STALLION STUD FEE: \$1300.00 inc GST

TOTAL: \$1800.00

Non-Purebred Mares:

BOOKING FEE (NON-REFUNDABLE): \$500.00 inc GST

STALLION STUD FEE: \$1000.00 inc GST

TOTAL: \$1500.00

All additional associated costs are the mare owner's responsibility. Please contact Ericka McDermott 0429 960 290 or ericka@vandemearsfriesians.com for chilled prep and transport, and Frozen semen transport arrangements.

PAYMENT

Payment is required prior to dispatch or insemination of semen, via DIRECT DEPOSIT

Account Name: Meisha Demears

BSB: 064467

Account Number: 1004 2949

Please use your name as the reference narration and email the receipt number to meisha@vandemearsfriesians.com

STALLION STUD FEE

Ø The booking Fee for the Wester Fan T'Lakerveld is \$500.00 inc. GST. The booking fee is nonrefundable and is payable upon booking when the Mare Owner signs this agreement and returns it to Van Demears Friesians

Ø The total Stallion Stud Fee for the Stallion Wester Fan T'Lakerveld is \$1800.00 (for purebred mares) / \$1500 (non-purebred mares) inc. GST (including \$500.00 Booking Fee). The balance of the service fee is payable 7 days prior to collection/insemination of semen.

Ø Should more than one embryo result from a breeding, the mare owner has the option to pay another full service fee to VDF or have one of the embryos terminated, as only one service certificate will be issued per service fee.

Ø If the mare being bred is to be used for Embryo Transfer with this service and the mare conceives twin embryos, the owner has the option of implanting one of the embryos, or both. If each embryo is implanted in separate recipient mares, then another service fee will be charged to the mare owner on receipt of a positive 21 day pregnancy scan of recipient mares by a qualified veterinarian.

Ø No semen shall be shipped until all costs and expenses relating to collection, handling, packaging, and transport have been paid in full.

CHILLED SEMEN

Ø Chilled semen is provided for insemination into one mare only per stud fee. Upon payment being received VDF will supply enough semen from the stallion Wester Fan T'Lakerveld to inseminate the mare identified in this contract.

Ø The Mare Owner must give VDF at least 24 hours prior notice of where and whom the semen is to be transported as described in a SEMEN ORDER FORM.

Ø VDF does not insure semen. Please be aware that risk of loss and harm to the semen passes to the Mare Owner at the moment when the semen leaves Westvets Marburg. Nor can we be held responsible for adverse weather conditions affecting delivery.

Ø Provided all monies owing and liabilities to VDF under this contract are paid and discharged and subject to the signed declaration from the Mare Owner's Vet/ AI Technician confirming a positive pregnancy test, VDF will then issue the Mare Owner a Service certificate.

Ø The mare owner is responsible for contacting VDF Reproduction Manager to arrange for the collection and shipment of semen.

Ø Please contact VDF Reproduction Manger for associated collection/preparation/transport fees for semen and applicable collection times available.

Ø Delivery will be to the address stated on the SEMEN ORDER FORM, unless otherwise notified.

Ø Please remember that while we will do our best to deliver your semen on time with the utmost care, occasionally stallions do not wish to perform, and therefore we cannot be held responsible for late delivery of semen.

RIGHT TO REFUSAL

Ø VDF or its contractor may refuse to inseminate a mare if she poses an unacceptable danger to herself, handlers or stud property; the mare is unsuitable for breeding, as determined by KPF in its absolute discretion; or the Mare owner does not fulfil any of the conditions set out below:

- (a) the mare must be halter broken and able to be led
- (b) Vaccination History
- (c) free of illness and disease
- (d) free of injury, except as disclosed in contract PRE-EXISTING INJURIES
- (e) mare must be of good health, not grossly overweight or in poor nutrition

Ø VDF reserves the right to refuse sale of semen to any mare owner at its discretion

MARE OWNER OBLIGATIONS

Ø Mare owners are responsible for all transport arrangements and on stud expenses and are required to give at least 48 hours notice of delivery and collection.

Ø The Mare Owner authorises VDF, in the name of the Mare Owner, at the Mare Owner's cost in all Respects, to engage a Veterinarian, Farrier, Dentist or other health or welfare professional to examine, test or treat the Mare/Foal whenever VDF, in their absolute discretion, considers it necessary or prudent to do so.

Ø All mares will undergo a veterinary examination and follicle test prior to breeding.

SERVICE CERTIFICATES

Ø Provided all monies owing and liabilities to VDF under this contract are paid and discharged, VDF will issue the Mare Owner a Service Certificate after receiving proof of a positive pregnancy of the mare.

FREE RETURN (applies only to mares in the care of VDF for the entire duration of pregnancy)

Ø In the event that the pregnant mare does not produce a live foal, the foal dies within 24 hours of the time of birth, or a negative pregnancy test (after the mare has been initially declared pregnant by a qualified Veterinarian), VDF will offer a free return during the following breeding season under the terms of this agreement, subject to the Mare Owner giving VDF a Veterinarian's report within 14 days of the mare being known to slip, abort, or death of foal detailing outcome of the pregnancy and mare's condition. Failure to comply with these terms will render the free return null and void.

Ø If the mare dies, is unsuitable to breed, or is sold, the Mare owner can use a substitute mare which meets the approval of VDF to be used the same or following breed season.

ADDITIONAL CONDITIONS

Ø VDF provides no guarantee that foals will be born any particular colour, build, height, or amount of feathering and hair.

Ø VDF shall not be held responsible for any foal born with a defect, the mare owner acknowledges their responsibility to ensure they have their mare DNA tested by the KFPS for Hydrocephalous, Dwarfism and Chestnut Factor and make a good choice.

Ø Should the stallion die, become unfit for service or be sold then VDF's liability will be discharged fully by the refund of the balance of the service fee, less any fees incurred to that date and less the nonrefundable booking fee. This contract will be null and void.

Ø This contract shall not be assigned, sold or transferred by the mare owner.

Ø VDF shall be entitled to hold the mare/foal on the stud in respect of any outstanding fees. Additional agistment fees will apply to the mare/foal while it is being held and this must also be paid. Further VDF shall have the power to sell the mare/foal to recover outstanding fees should they not be paid within 30 days of the due date.

Ø This contract is made and entered into in the state of Queensland and that it shall be interpreted, enforced and transacted under the laws of said state regardless of the manner of breeding solicitation.

Ø The mare owners signature on this contract certifies that he/she has read and fully understands all of the terms and conditions outlined herein and accepts this contract as a legal and binding instrument on behalf of the Owner, Owner's heirs, successors and assigns. This contract contains the entire agreement between the parties.

WAIVER OF LIABILITY

Ø All reasonable care will be taken but no responsibility will be accepted by VDF and/or its' employees, agents and contractors for any illness, injury, loss or death to any horse/foal whilst they are in the care of VDF. We suggest insurance be taken out on any animal being sent to stud.

Ø VDF is not obliged to keep a current insurance policy covering death or injury to the mare/foal or the mare's foetus, or loss or damage to the semen or shipping container.

I have read and fully understand and agree to abide by all and any of the terms and conditions set out in this contract by Van Demears Friesians

Name: _____

Date: ____/____/____

Signed: _____