

RIARMA Quarter Horse Stud
5952 Christchurch Akaroa Road, RD 1 Akaroa 7581

COOLED SHIPPED SEMEN STALLION SERVICE CONTRACT

OH GOODY HE'S LAZY

(imp. USA) Quarter Horse Stallion
AQHA.NZ REG# Q3489 - AMQHA REG# 5434334
(N/N FOR ALL 5 PANEL TESTS)

This certifies that _____ (Mare Owner) has confirmed a reservation for transported cooled semen collected from the stallion, **OH GOODY HE'S LAZY**, for the mare

_____, Reg No. _____, Breed _____,

Age _____, for the 2016 season at a stud fee of New Zealand \$2,000 + GST + shipping, handling and packaging, the costs incurred within New Zealand are at the mare owners expense.

This contract is subject to the following:

1. Upon receipt of a \$500 + GST booking fee (that is non-refundable), the Stallion Owner does hereby reserve for the Mare Owner, one season's booking to **OH GOODY HE'S LAZY**, the balance of the service fee of \$1,500 + GST to be paid prior to the first shipment of semen.
2. The Mare Owner certifies that the address of record for shipment is a suitable facility for the artificial insemination of the mare contracted to be bred. It is imperative that the Mare Owner's licensed veterinarian be aware of the mares current breeding status and that she is in fact ready to breed. It is the Stallion Owners stated requirement that all semen shipments are made to, and a licensed veterinarian performs inseminations. Each semen shipment will contain one dose of live, cooled semen sufficient to get one mare in foal. The mare owner certifies that only the semen of **OH GOODY HE'S LAZY** shall inseminate the mare nominated in the breeding contract.
3. A contract for cooled semen does not guarantee that semen will be available on the day you submit your request.
4. All requests for cooled semen must be made at least two full days prior to shipment. Specific days to ship semen will be Monday to Friday.
5. All containers that are used are to be returned to Sharon Higgins, 149 Enner Glynn Road, Enner Glynn, Nelson 7011 Nelson.
6. The Mare Owner agrees to comply with all breed association requirements concerning the use and handling of transported, cooled semen. The Mare Owner shall send the appropriate copies of the Collection/Insemination Certificate to their breed association and to the Stallion Owner at the address provided in this contract.
7. The Stallion Owner may refuse to make repeated shipping's of cooled semen if the semen, as deemed by the Stallion Owner, will not reasonably lead to successful insemination of the mare contracted.
8. All parties to this contract agree that the obligations of performance by the Stallion Owner shall be met when the cooled semen shipment is accepted at the address of record provided by the Mare Owner. Acceptance is defined as the contracted parcel delivery carrier delivering the shipment container to a representative at the address of record and receiving a signature from the representative on the shipment documents maintained by the delivery carrier.

9. If the mare does not conceive with the first shipment of chilled semen, the stallion owner will provide a maximum of another two (2) shipments of semen for the mare in the current breeding season.

If the mare fails to conceive from the three (3) shipments of chilled semen in the one breeding season and a further two (2) shipments of chilled semen the following breeding season then the contract will be deemed to have been met as regards the stallion owners responsibilities and no refund will be due to the mare owner.

The Mare Owner is responsible for all payments concerning the semen collection and freight charges after the first shipment.

10. The semen from the stallion has been analysed and tested including sperm count mobility, collection and packaging procedures meet industry standards.

11. The Stallion Owner guarantees a free return service if the mare does not produce a live foal from the breeding herein. Live foal is defined as a foal that stands and nurses without assistance. Should the mare prove not to be in foal in the year bred or loses her foal, or should the foal not stand and nurse without assistance, Mare Owner shall notify Stallion Owner within one week of the foaling date or at such time as the mare is proved not in foal or loses her foal, such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not 'live' or has been lost as stated above. Under the foregoing circumstances and upon receipt of the specified notice, it is agreed:

a. Stallion Owner shall give to Mare Owner a breeding to the stallion the following year only (a maximum of three (3) shipments of chilled semen (as defined by clause 9) and to the mare originally booked (unless otherwise mutually agreed in writing between the Mare Owner and Stallion owner). A rebreed fee of \$500.00 plus shipping handling and packaging fee will apply. It is also agreed that if the above named stallion dies, or becomes unfit to breed, then the contract will become null and void.

b. If the Mare Owner fails to provide the mare or substitutes this mare for a rebreed the following year the stallion is released from any responsibility to re breed or refund any breeding fees, (unless otherwise agreed upon by both parties). The Stallion Owner is then released of any further obligation.

12. In the event that more than one live foal results in the same year from the same mare nominated in the contract, the Mare Owner will pay a full breeding fee for each additional live foal.

13. Each additional positive embryo transplant will require a separate contract and a breeding fee of \$2,000 + GST.

14. Any male foals born must be gelded before reaching nine months of age and the mare owner is required to provide a letter from the veterinarian whom undertook the gelding within 21 days of the gelding.

15. Age limitation on the mares shall be 16 years, mares past this age will not be given a free return service.

16. Responsibility for insurance and risk of loss passes to the mare owner with this contract.

17. This contract is non-transferrable or assignable. There shall be no right of return to the stallion if the mare named in this contract is sold or otherwise changes ownership after being serviced by the stallion except at the discretion of the Stallion Owner.

18. A copy of the mare's registration certificate must be returned with this contract as one of the requirements.

19. Should it be necessary for the Stallion Owner to employ an attorney to enforce any of the terms of this contract, including collection of money owed, the Mare Owner shall pay all reasonable attorney's fees, costs of suits, and other expenses reasonably related to enforcing this contract.

20. When Riarma Quarter Horse Stud signs and returns one copy of this contract to the Mare Owner, it will be a binding contract on both parties, subject to the terms and conditions as set forth in this contract.

**All payments must be made by cheque to Lyn Malcolm (address below)
or by direct bank transfer to L Malcolm 02-0832-0063733-00**

I, _____ (Mare owner), hereby agree that I have read, understood and accept the terms and conditions as set forth in this contract.

Address of Record (Location for delivery of shipped semen):

NAME OF FACILITY;

CONTACT PERSON;

STREET ADDRESS;

POST CODE; PHONE;

MOBILE; FAX;

E-MAIL;

CLOSEST AIRPORT;

MARE OWNER SIGNATURE;

MARE OWNERS; NAME PRINTED

ADDRESS;

PHONE; FAX;

E-MAIL;

DATED;

STALLION OWNER SIGNATURE

ADDRESS; 5952 Christchurch Akaroa Road, Rd 1 Akaroa 7581.

PHONE; 0274 112 495

E-MAIL; riarmastud@netspeed.net.nz

DATED;