

Contract Number	OTR18 -
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“ONE TIME ROYALTY” Q-72108 Stallion Service Contract Frozen Semen 2018

I/We hereby agree to this Purchase contract made on this the _____ day of _____ 20 _____ with SDM Quarter Horses Pty Ltd hereinafter known as the "Stallion Owner" and the Mare Owner or Agent as listed below, for the 2018 breeding season, which begins 1st September 2018 and ends 28th February 2019, subject to the following terms

Mare Owner

Trading Name: _____

Contract Person/Agent: _____

Address: _____
 _____ Post Code _____

Phone: Home _____ Mobile _____ Fax _____

Email: _____

Mare owner does hereby agree to breed their mare, as listed below;

Mare's Name: _____
 (As appears on AQHA / ASHS Registration)

AQHA Number: _____ **D.O.B:** _____

ASHS Number: _____ **D.O.B:** _____

Service Type: AI Embryo Transfer (LIVE FOAL GUARANTEE- Please see clause 6)
 (Please tick one)

Service Fees:

Service Fee	\$3300.00
Semen Freight	TBA

Note: Semen will not be despatched until Service fee is paid in full.

Vet & Semen

Shipment Details:

Veterinary Clinic: _____

Delivery Address: _____
 _____ Post Code _____

Phone: Office _____ Mobile _____ Fax _____

Email: _____

Vet Name: _____

I hereby agree to the terms and conditions listed on pages 1 & 2 of this contract and agree to the above stated breeding details.

Mare Owner:

Stallion Owner:

 (Signature)

 (Signature)

Date: _____

Date: _____

Terms and Conditions for Frozen Semen

1. Mare Owner whose signature appears above warrants that it is the owner or recorded, lessee or authorised agent of the Mare. The Mare Owner agrees to provide a copy of Mare's registration papers with this Agreement.
2. Mare Owner agrees to use the semen for the Mare nominated in this contract and no other. Mare Owner agrees that a licensed veterinarian or competent Mare Management facility will inseminate the Mare. Veterinary certification of ability to breed may be required for mares above the age of 16 years
3. All fees in (AUD dollars) must be paid to SDM Quarter Horses Pty Ltd in full before dispatch of semen. All bank fees and charges will be paid by the Mare Owner. Mare Owner agrees to pay all courier and shipping costs which may be incurred as a result of this agreement.
4. Frozen Semen: Each individual frozen semen stallion service will be allotted a total of two (2) doses, being sixteen (16) straws, for the breeding purpose of the mare name within this contract. If additional semen is required the Mare owner is only entitled to the quantity of semen necessary to get their mare in foal. Additional shipping charges are applicable. All or any unused frozen semen (doses/straws) remain the property of the Stallion Owner. Mare owner will return these to Stallion Owner nominated storage facility at the completion of the breeding season at the Mare Owner cost.
5. Frozen Semen: Requests for semen shipment must be made with a minimum of One (1) weeks' notice. Frozen semen will be shipped to the address stated here within this contract. Address changes are the responsibility of the Mare Owner and must be made in writing to SDM Quarter Horses Pty Ltd.
6. This contract contains a Live Foal Guarantee for the initial contract year where the mare has been examined by a licensed veterinarian between 40 and 50 days from the last breeding date and is declared to be safe in foal and the Stallion Owner has received a pregnancy certificate stating so. The term "live foal" means that the foal resulting from this breed stands and nurses unassisted and lives for twenty-four (24) hours. If the mare miscarries, aborts or the foal is born dead, mare owner agrees to furnish to the Stallion Owner within (7) days, a veterinarian's statement describing the occurrence, in such a case, return privileges will be available for one year ONLY. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of this contract unless otherwise agreed in writing and sign by all parties. Breeding fee(s) will not be refunded. The Stallion Owner does not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.
7. Mare Owner agrees that once the mare has been bred the mare will not return to competition, otherwise the live foal guarantee will not be applicable.
8. If the mare dies, or becomes unfit for breeding, the Mare Owner may return the following breeding season ONLY with a substitute mare approved by SDM Quarter Horses Pty Ltd under the same terms and conditions set forth herein.
9. Unless otherwise agreed to in writing, all guarantee privileges are automatically lost and forfeited if the Mare is sold or otherwise disposed of prior to the birth of the foal, or if Mare Owner fails to pay all fees and expenses.
10. SDM Quarter Horses Pty Ltd and their officers or employees shall not be liable for damages as a result of damage to the semen after it has been dispatch from our nominated storage facility or as a result of a mare failing to settle. SDM Quarters Pty Ltd sole liability under this contract is a rebreed service for the following breeding season ONLY, if a live foal is not attained.
11. Should the stallion die or become permanently unfit for service, any monies paid toward stallion service fee, less the non-refundable booking fee shall be refunded to Mare Owner for any Mare that is not settled and qualifies for rebreeding privileges, thereby releasing Stallion Owner from all further responsibility.
12. Embryo Transfers: The Mare Owner agrees to notify SDM Quarter Horses Pty Ltd that this mare is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of **\$2970.00** for each additional live foal. Additional breeding certificate will be issued on payment of stallion fee.
13. Mare Owner must send the insemination reports and all breeding dates to SDM Quarter Horses Pty Ltd and must notify SDM Quarter Horses Pty Ltd of the mare's pregnancy at 45 Days by **March 31st, 2019** to be on the stallion breeding report. Any late charges incurred for failure to report breeding dates will be the responsibility of the Mare Owner.
14. A Breeding certificate will be issued for a foal when a pregnancy certificate is filed with SDM Quarter Horses Pty Ltd stating the Mare is safe in foal and all bills incurred by Mare Owner have been paid to the Stallion owner, Booking Fee, Stallion Service Fee and Semen Shipping costs. The Mare Owner will be solely responsible for seeking registration of the resulting foal, in the appropriate breed registry/registries and will pay all associated fees or expenses. Mare Owner is responsible to pay any late fee required by the Australian Quarter Horse Association for late stallion breeding return if the Mare Owner has not notified SDM Quarter Horses Pty Ltd by the due date.
15. The freight costs will be determined after the nominated breeding centre's details are provided to the Stallion Owner. All fees must be paid to SDM Quarter Horses Pty Ltd and cleared before semen will be dispatched.
16. Stallion Owner makes no warranty or guarantee that semen will be available for delivery within a certain time period. While every effort will be made to ship viable semen, Stallion Owner makes no guarantee that that semen will safely reach the insemination point without losing integrity, quality or characteristics, or that shipping company or airline will deliver in a timely manner.
17. SDM Quarter Horses Pty Ltd requires a certificate from your vet detailing the doses used for breeding.
18. This shall be a binding contract on both parties, subject to the terms and conditions set forth herein and shall be binding on and shall insure to the benefit of the parties and the heirs, personal representatives and permitted successors and assigns. This contract is not transferable or assignable by the Mare Owner and is made solely for the benefit of the parties hereto and their respective permitted successors and assigns and no other person or entity shall have or acquire and right by virtue of this contract not provided for in writing and sign by both parties.