

Prestige Sporthorses Ltd

PO Box 21, Kumeu, Auckland

Ph: 09 412 6100 or Mob: 021 751 846

Email: info@prestigesporthorses.co.nz

Web: www.prestigesporthorses.co.nz

Service Contract For: *LINGH II* 2011/2012 SEASON

I, _____ ("the Mare Owner")

Hereby agree to breed the Mare named; _____ ("the Mare")

Subject to the following terms and conditions made by Prestige Sporthorses Limited ("PSL")

FEES

- The Service Fee is \$2200.00 plus GST
- The Service fee includes a non-refundable Booking Fee of \$500.00 payable on the signing of this contract. This ensures your place in Lingh II's stud book which may be limited.
- The balance of the Service Fee (\$1700.00 plus GST) must be received BEFORE the first shipment of semen is sent by PSL to the Mare Owner.
- There is no Collection Fee for the first shipment of semen, but each subsequent shipment will be liable for a Collection Fee of \$150 plus GST.
- Courier Fees and Vet Fees are payable by the Mare Owner. Courier Fees are dependent on the physical address for the semen to be sent to and must be paid BEFORE the first shipment of semen is sent. All subsequent Courier Fees and Vet fees are payable within 14 days of invoice.
- The semen shipper must be returned to PSL within 48 hours of receipt by the Mare Owner, at the Mare Owners cost.

LIVE FOAL RETURN SERVICE

- The current breeding season begins on the 1st September and terminates on the 1st March each year.
- If the Mare fails to get in foal or a live foal does not eventuate, she is eligible for a return service the following season, but will be liable for another booking fee (reduced to \$200 plus GST) and any associated collection and courier fees. It is accepted that PSL may require a negative Uterine Culture (swab) Certificate prior to the Mares return.
- If the Mare tests positive for pregnancy but becomes barren during gestation, she will be eligible for a return service. A veterinary certificate confirming this must be sent to PSL within 10 days of the Mare becoming barren.
- If the mare produced a live foal that dies within 24 hours of birth, she will be eligible for a return service. A veterinary certificate must be sent to PSL within 10 days of the foals death. It must also state that the mare was properly cared for and attended at foaling.

Continued on next page.....

Initials _____

Continued...

- If the mare becomes unbreedable for any reason, the Mare Owner may nominate a second mare for breeding. Breeding of that second Mare can only take place with the consent of PSL, such consent to be given in PSL's sole and absolute discretion.
- If the Mare changes ownership before a live foal eventuates, PSL must be notified in writing within 10 days of the sale with the new owners details.
- If the pregnant Mare dies, a veterinary certificate must be provided within 10 days of the Mares death. In this case a second Mare may be nominated for breeding. Breeding of that second Mare can only take place with the consent of PSL, such consent to be given in PSL's sole and absolute discretion.
- In all circumstances where a return service is accepted, the Mare Owner will be liable for another booking fee (reduced to \$200 plus GST) and any associated collection, courier and vet fees.

REFUND OF FEES

- The Mare Owner is entitled to a refund of the Service Fee paid, less the booking fee and collection fee and any outstanding courier and vet fees, if Lingham dies or becomes unfit for breeding prior to the Mare conceiving in the current breeding season.

REQUIREMENTS

- PSL is not liable 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 PSL's reasonable control, provided that PSL shall advise the Mare Owner as soon as possible after becoming aware of such cause and PSL shall continue to use its best endeavours to perform its obligations as required under this agreement
- Orders for semen must be placed with PSL 48 hours before the semen is required.
- All veterinary costs are to be paid by the Mare Owner.
- One Certificate of Service will be issued for this Service Contract, pertaining to the Mare described in this Service Contract. This Certificate of Service will be provided once the Mare has tested 42 days in foal and all outstanding invoices to PSL have been paid by the Mare Owner.
- The Mare Owner accepts that Prestige VDL may be competing away from PSL at times during the breeding season. It is the responsibility of the Mare Owner to check semen availability in advance. PSL shall not be deemed to have accepted any bookings for the Mare until they have confirmed with the Mare Owner that the Semen will be available and PSL has received the Booking Fee.

GERNERAL

- All references to dollars (\$) are New Zealand dollars.
- The current breeding season for the Mare shall from 1 September prior to the date of this Agreement to 1 March after the date of this Agreement, unless provided elsewhere in this Agreement.
- In the event of a dispute between the parties, the parties shall meet and discuss in good faith any such dispute. If the discussions fail to resolve the relevant dispute, either party may (by written notice to the other party) require that the dispute be submitted for mediation by a single mediator agreed between the parties or failing agreement nominated by the President for the time being of Auckland District Law Society. In the event of any such submission to mediation, the mediator shall determine the procedure and timetable for the mediation and the cost of the mediation shall be shared equally between the parties.
- This 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.

Initials _____

Please complete the following in full and initial every page:

VET DETAILS

Name of Inseminating Veterinarian: _____

Practice Name and Address: _____

Vet's Phone Number: _____ Mobile: _____

Name of Airport or physical Address for Semen to be couriered to: _____

OWNER/LESSEE DETAILS

Name: _____

Postal Address: _____

Phone: () _____ Mobile: _____

Email: _____

Mare Owners/Lessee's Signature: _____

Prestige Sporthorses Ltd : _____

Date: _____

MARE DETAILS

Name of Mare: _____

Year of Birth: _____ Height: _____ Colour: _____

Breed: _____ Sire: _____ Dam: _____

Sire of Dam: _____ Brands: _____

Status of mare: Dry / Maiden / Foal at foot

Performance History (of mare or her progeny): _____

*Please sign where indicated and Initial each page. Copy this contract for your own records and then return the **entire original contract** (3 pages including mare details) to Prestige Sporthorses Limited, PO Box 21, Kumeu, Auckland).*

A printed pedigree & photo of your mare would be much appreciated!

Initials _____