



**Stallion Service Agreement- H&BT CHARITY AUCTION STRAWS**

**Nominated Stallion:**

NAME: **Quintago I**  
REGISTRATION: UELN 421000385107  
DESCRIPTION: Chestnut with star  
DOB: 2007  
PEDIGREE: Quidam de Revel x N-Cassina

**1. PARTIES:**

This Stallion Service Agreement (the "Agreement") is being entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ (the "Effective Date") by:

Name: Erin Fitzgerald  
Stud: Brookside Stud  
Address: 593 Flaxley Road, Bugle Ranges SA 5251  
Email: [erin@brooksidefarms.com.au](mailto:erin@brooksidefarms.com.au)  
Phone: +61 4 48 650 683

***Henceforth referred to as the "Stallion Owner"***

**And**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_

***Henceforth referred to as the "The Mare Owner"***

**2. THE MARE & VETERINARIAN:**

The Stallion Owner agrees to accept the nominated Mare and Veterinarian for Service:

**2.1. Mare Description:**

NAME: \_\_\_\_\_  
REGISTRATION#: \_\_\_\_\_  
DESCRIPTION: \_\_\_\_\_  
DOB: \_\_\_\_\_  
SIRE: \_\_\_\_\_  
DAM: \_\_\_\_\_

***If Embryo Transfer from the Mare will be undertaken, "The Mare" for the purposes of determining pregnancy success of the Service, is deemed to be one recipient Mare pregnancy, using the above approved donor Mare's egg.***



**Stallion Service Agreement- H&BT CHARITY AUCTION STRAWS**

*Henceforth referred to as the "Mare"*

**2.2 Nominated Veterinarian:**

The Stallion Owner agrees to allow access to One (1) dose of Quintago I frozen semen to:

Vet Name: \_\_\_\_\_  
Vet Location: \_\_\_\_\_  
\_\_\_\_\_

*Henceforth referred to as the "Vet"*

**3. THE SERVICE:**

The Service offered by the Stallion Owner to the Mare Owner is to provide 1 (one) DOSE with NO live foal guarantee (LFG). This Service includes access, by the Vet, to up to ONE (1) doses worth of frozen semen in total.

The service is made available for the named Mare for the breeding season, until the Specified Inventory or services are fully used, the Breeding Season ends, or the Mare achieves a pregnancy (whichever comes first).

**3.1 Breeding Season**

A breeding season is to be completed within 12 months of commencement of the Service agreement.

NOMINATED SEASON: \_\_\_\_\_ (E.g.: intended commencement date)

*Henceforth referred to as the "Season"*

**3.2 Specified Inventory- Frozen Semen**

Up to ONE (1) doses of Quintago I frozen semen in total will be made available by the Stallion Owner to the Vet for use on the Mare during the nominated season.

The Stallion Owner shall provide the Vet access to the One (1) dose of Frozen Semen for use on the nominated Mare only, during one breeding season.

**3.3. Live Foal Guarantee (LFG)**

There is NO live foal guarantee, the contract is for One (1) dose of Frozen semen only.



## Stallion Service Agreement- H&BT CHARITY AUCTION STRAWS

### 3.4 Ownership of Inventory

For the avoidance of doubt, the Stallion Owner at all times remains the owner of all unused inventories of Quintago I Frozen semen, which may not be on sold, used on other unnamed mares, split up or in any way commercially altered without the knowledge or written permission of the Stallion owner.

*Henceforth referred to as the "Service"*

### 4. SERVICE FEES:

The Mare Owner has paid \$400.00 Australian Dollars (inclusive of GST) to the Hills and Barossa Horse Trials as consideration for this One (1) dose Service, and this amount has been receipted by the Hills and Barossa Horse Trials.

The Stallion owner has donated the equivalent \$400.00 in consideration to the Hills and Barossa Horse Trials.

#### 4.1 Fees for Fresh and Chilled Semen

Not available- the contract is for One (1) frozen dose only.

#### 4.2 Veterinary Fees & Costs

The Mare owner is responsible for all Veterinary Costs relating to the Mare.

#### 4.3 Inventory Transport Costs

The Mare owner shall be responsible for all Frozen semen transport costs to their nominated Vet.

### 5. STALLION OWNER'S REPRESENTATIONS AND WARRANTIES:

As of the nominated breeding season, the Stallion Owner makes the following representations:

#### 5.1 Fitness for Purpose

To the Stallion Owner's knowledge, the frozen semen is of suitable quality (post thaw motility) for breeding the Mare.

### 6. MARE OWNERS REPRESENTATIONS AND WARRANTIES:

As of the nominated breeding season, the Mare Owner makes the following representations:

#### 6.1 Fitness for Purpose

To the best of the Mare Owner's knowledge, the Mare is of suitable fitness and health for breeding.

#### 6.2 Veterinary documentation of Doses

The Mare owner warrants that Veterinary records evidencing of the usage of the Dose of frozen semen will be kept, to prove that Dose usage is per the contract.

#### 6.3 Disclosure of Use of Embryo Transfer

The Mare Owner agrees to disclose if the Service for the nominated Mare will be for Embryo Transfer(ET).

Declared use of ET:                      YES    /        NO



**Stallion Service Agreement- H&BT CHARITY AUCTION STRAWS**

**7. ASSIGNMENT OR TRANSFER**

No party may assign or transfer this Agreement without the prior written consent of the other parties.

**8. GOVERNING LAW AND VENUE**

This Agreement shall be governed by the laws of the State of South Australia. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in South Australia. The parties hereto consent to both venue and jurisdiction.

**9. ENTIRE AGREEMENT**

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

<b>STALLION OWNER:</b>	Signed: _____ Name: _____ Date: _____
<b>MARE OWNER:</b>	Signed: _____ Name: _____ Date: _____