



2022 Stallion Service Agreement- Frozen Semen

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
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.

Henceforth referred to as the "Mare"



2022 Stallion Service Agreement- Frozen Semen

2.2 Nominated Veterinarian:

The Stallion Owner agrees to allow access to Six (6) doses 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 up to SIX (6) doses in total with a live foal guarantee (LFG) for use on the named Mare only. The doses for service are made available THREE (3) doses at a time for the named Mare, until the Specified Inventory of frozen doses 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, and can be extended by written consent by the Stallion owner.

NOMINATED SEASON: _____ 20____ (E.g.: intended commencement month)

Henceforth referred to as the "Season"

3.2 Specified Inventory- Frozen Semen

Up to Six (6) doses of Quintago I frozen semen will be made available by the Stallion Owner to the Vet for use on the Mare during the nominated season, made available THREE (3) doses at a time. The Stallion Owner shall provide the Vet access to the doses for use on the nominated Mare only, unless agreed otherwise in writing.

3.3. Live Foal Guarantee (LFG)

A live foal guarantee is issued, entitling the Mare owner to a return service for the named Mare only, in the event that the Mare aborts the foal, fails to deliver a live foal, or in the event the foal dies within the first 30 days of life. The guarantee entitles the Mare owner to access a further One (2) Doses of Frozen for use only on the named Mare, unless agreed otherwise in writing with the Stallion Owner.

3.4 ONE FOAL is permitted per Service Agreement

Should the Mare Owner use the inventory of Frozen to achieve a further embryo, pregnancy and/or foal without entering into a further agreement and payment, the Stallion Owner will have the right to demand payment of a further \$2200 Stallion Service fee for each additional embryo, pregnancy and/or foal, and the Live Foal Guarantee terms will be void. For the avoidance of doubt, the fee will be levied and payable at positive pregnancy of any mare not subject to an existing service agreement.



2022 Stallion Service Agreement- Frozen Semen

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 shall pay the Stallion Owner \$2200.00 Australian Dollars Service fee (inclusive of GST), due upon signing the agreement, or a lesser amount if a discount has been provided at the discretion of the Stallion Owner.

4.1 Veterinary Fees & Costs

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

4.2 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**

6.4 Acknowledgement of ONE FOAL PERMITTED

The Mare Owner warrants that that ONE FOAL is permitted per Service Agreement.



2022 Stallion Service Agreement- Frozen Semen

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.

STALLION OWNER:	Signed: _____ Name: _____ Date: _____
MARE OWNER:	Signed: _____ Name: _____ Date: _____