

# Stallion Service Agreement

Morewynstowe Stud, 2071 Arapuni Road, RDl, Pukeatua 3880, New Zealand

Email: stud@morewynstowe.co.nz • Website: www.morewynstowe.co.nz					
Breeder	norew yristowe.co.nz	• Website. <u>www.iii</u>	orew yristowe.co.nz		
Name of Breed	or'				
Address	Street:				
Address					
	Suburb /RD:				
	Town:				
	Post Code:				
	Post Code:				
Thone:			Fax:		
■ Email:			① Mobile:		
Ct - 11'					
Stallion					
Stallion:	Sirocco Spar	rtacus	Service Fee: \$1200 +	GST	
		a .			
	Morewynsto	owe Cascade			
			•		
Mare					
Name:					
Height:		Breed:			
Colour:		Sire:			
Age:		Dam:			
Brands/Identif	iers:				
Performance H	liatorri				
renormance r	iistory.				
Breeding Histo	.v				
breeding msic	ıy.				
Ct t CT/		] (1): 1 D	□ 10: 1D		
Status of Mare:		Slipped Pregnancy	☐ Missed Pregnancy		
	☐ Maiden Mare	e ☐ In Fo	pal Date due: / /		
Transported C	mon				
Transported Se		naro is NOT bains brad	at Morougnetown Stud		
Complete this section only if your mare is NOT being bred at Morewynstowe Stud					

Veterinarian:	🗗 Address:	
Contact Name:	Thone:	
Comments:		
Johnnests.		
In signing this contract the breeder certifies that they a into this contract on the behalf of the owner and acceptall fees and charges incurred.		<u> </u>
The breeder and stud agree to the terms and condition	ns of this contract as stated over	erleaf.
Name of Breeder:		-
Signed by Breeder:	Date:	/ /
Signed for Morewynstowe Stud:		Date: / /
A booking is only valid when the Stallion Agreement is	s signed by both the Breeder a	and Morewynstowe Stud.

The Stallion Service Agreement must be returned to Morewynstowe Stud no less than 2 weeks prior to the service being required to ensure the booking is held.

Morewynstowe Stud will confirm receipt and approval of your booking contract via post or email. (Please cross out the unwanted option)



# Terms and conditions of service

#### 1. The Stud

- Morewynstowe Stud has the right to refuse service to any mare at any time at their sole discretion.
- b) The breeder hereby acknowledges that it is their responsibility to understand and agree to the terms and conditions of this contract and the onus is on the breeder to be familiar with Morewynstowe Stud's charges along with terms and conditions of service. No variation or addition to these terms shall be recognised by the stud unless it has been formally agreed by both parties in writing.
- c) Morewynstowe Stud does not make any representations regarding the stallion's fertility, including but not limited to its ability to breed or its ability to cause a mare to become pregnant.
- d) The breeding season is from 1st September to 1st March.

### 2. Service Fees

- a) The stud fee is \$1200 (plus GST).
- b) The stud fee includes a non-refundable booking fee of \$240 (inclusive of GST) which is payable in full before the confirmation of the booking.
- c) The balance of the service fee, being \$1140, shall be invoiced on service and payable at 42 days.
- d) Multiple mare service fee discounts shall be 15% of the fee if 2 or more mares are booked by the same owner in the same breeding season.
- Multiple mare service fee discounts apply to service fees only and not to agistment fees, additional feed, veterinary, farrier, or any other associated costs.
- f) Any discount offered will be forfeited if payment is not made within the trading terms of Morewynstowe Stud, and the full service fee will be charged.
- g) The agreement shall not be assigned in the event of the mare being sold or consigned to sale and the service fee shall immediately become due and payable.

## 3. AI Collection

- a) The breeder shall pay all charges related to semen collection, straw transfer, packaging, and transportation of, and any ancillary costs incurred in the delivery and return of the shipping container. These costs will be invoiced and charged directly by the collection facility concerned.
- All insemination costs will be paid by the breeder directly to the veterinarian or AI technician.
- c) The breeder agrees not to sell any mare portion of the semen.
- d) The breeder ensures the necessary documentation including the semen request and payment has been made to enable timely delivery of the semen. Morewynstowe Stud shall not be responsible for any delays or failure in the semen delivery outside of their control.
- e) If two or more collections need to be made then the breeder will be charged \$75 (including GST) for each subsequent collection being the cost of transporting the stallion to the collection station.

## 4. Return Service

- a) A return service will be offered to the breeder only.
- b) The mare will be limited to being bred on 4 cycles in any one breeding season.
- c) A return service will be provided only if the service fee and all other charges related to the breeding including veterinary fees, agistment, and related costs were paid within 30 days of the invoice date.
- d) A return service shall be provided if the mare proves not to be in foal, slips a foal, has a stillborn foal, or the foal dies or is destroyed, due to not being able to stand or suckle, within 24 hours of birth providing that Morewynstowe Stud is notified by phone at the time of death, and confirmation in writing within 14 days of the foals death, and such notification is accompanied by a veterinary certificate.
- A return service must be used in the next year immediately following the year of service.
- Provision of the return service is deemed to be complete once the mare has a 42 day positive test.
- A return service does not include the booking fee, collection and transportation, or any other related costs.
- h) In the event that the nominated mare becomes unsuitable for breeding then the breeder may swap the return service to another mare with the permission of Morewynstowe Stud.
- In the event that the stallion is unavailable then the original service fee will be refunded by Morewynstowe Stud less expenses and fees incurred by the stud.
- j) The return service will not occur if the breeder is negligent in the management or provisions of such management for the mare during her pregnancy and at the time of foaling which could contribute to the death of the foal.

## 5. Payment

- Payment for all additional charges including all veterinary fees, foaling fees, and agistment must be paid within 30 days of receipt of invoice.
- Interest may be added to any overdue account as indicated on the invoice when issued
- c) Any error in, or dispute with the content of an Invoice/Statement shall be notified in writing by the breeder to Morewynstowe Stud within 14 days of the date of the Invoice/Statement.
- d) In the event the mare has left the farm and is due to be pregnancy tested, she will be treated as in foal from the date of last service, and the service fee charged as per a positive test unless a negative pregnancy veterinary certificate is supplied.
- e) For mares served off Morewynstowe Stud via semen transport, the owner agrees to notify Morewynstowe Stud of the pregnancy result 42 days after the date of service. The owner will be invoiced at the time that the semen is sent.
- f) The breeder agrees to all general terms of trade for Morewynstowe
  Limited as listed at http://www.morewynstowe.co.nz/s/Terms-of-Tradefor-Morewynstowe-Limited.pdf

## 6. General Conditions

- Collection of mares is by arrangement with Morewynstowe Stud. The Breeder shall give at least 24 hours' notice during the week and 48 hours prior to weekends.
- b) The mare and/or progeny shall be deemed to have been delivered to the breeder upon having being loaded onto a form of transport authorised by the breeder.
- c) The Breeder grants to Morewynstowe Stud and its agents the rights to care for and treat the mare and/or foal at their absolute discretion in accordance with Morewynstowe Stud's practice of animal husbandry.
- d) The breeder accepts all responsibility for all charges incurred. Morewynstowe Stud shall provide all care and attention, but shall not be held liable for any loss, damage, or claims of injury, sickness, disease, or death caused to or sustained by the mare, foetus, or foal whilst under Morewynstowe Stud's care or control of its agent.
- Due to competition commitments it is the Breeders responsibility to check semen availability in advance.
- f) Prior to arrival at Morewynstowe Stud wet mares are to be vaccinated for salmonella, tetanus, equine herpes and strangles
- Prior to arrival at Morewynstowe Stud dry mares are to be vaccinated for tetanus, equine herpes and strangles
- h) All mares will be wormed on arrival at Morewynstowe Stud.

## 7. Schedule of Fees

- a) A foaling fee of \$400 (including GST) will be charged.
- b) A daily agistment fee for dry mares of \$15 per day and wet mares of \$25 per day (inclusive of GST)