

Double E Stables

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Service Contract

Name _____

Address _____

Tel Pvt _____ Bus _____ Fax _____

Tel Mob _____ E-mail _____

Note: A Double E Stables Services Contract needs to be signed before semen will be sent.

Stallion booked to _____	
Mare _____	
Preferred Stud Farm _____	
Service Fee Agreed _____ + GST	Working Fees Apply All Farms

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The Breeder hereby acknowledges that they have read and agreed with the terms and conditions set out in this agreement and further they are familiar with the conditions of the service, the method of invoicing and payment of veterinary charges, agistment, working fees, service fees and limitations in respect of the live foal guarantee.	
Signature _____	Date _____

OTHER TERMS AND CONDITIONS OF SERVICE

Conditions:

- (1) All veterinary charges, agistment costs and other associated expenses incurred by the broodmare owner at the property and/or stud at which the above mare is served shall be the responsibility of the broodmare owner.
- (2) The working fee is applicable to "Return of Service"
 - 2.1 Same stallion, however should that stallion not be available and a mutually agreed stallion substitute cannot be agreed upon then a refund of 80% of the service fee less the working fee will be made.
 - 2.2 A working fee applies to all mares served by Double E stallions with transported semen and to any free return services.
- (3) A free service or second mare free service does not have a live foal guarantee.
- (4) Semen transport charges will apply at the discretion of Double E Stables.

Payment Terms. *(Please read carefully before signing as they will be rigidly enforced).*

- (1) Service fees are due upon receipt of invoices. Unless paid in full within 30 days of invoice the live foal guarantee does not apply, and any discount offered has been forfeited. It will be assumed that all mares are positive as at 42 days after last date of service unless a negative pregnancy certificate has been provided.
- (2) If fees are not paid within 30 days of invoice the outstanding account may be forwarded to Harness Racing New Zealand for collection in accordance with rule 399 of the New Zealand Rules of Harness Racing.
- (3) All owners and signatories to this agreement shall have joint and several liability for all amounts due under the agreement.

General:

The Breeder agrees that mares sent to the stud or semen base have been accepted on the basis that the Breeder grants to the stud and its agents the right to care for and treat the mare at their absolute discretion in accordance with the studs practice of animal husbandry and the Breeder accepts all responsibility for all charges so incurred. The stud shall provide all care and attention but shall not be 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 the stud's care or control of its servants or agents.

The Stud does not make any representations regarding a stallion's fertility, including but not limited to its ability to breed or its ability to cause a mare to become pregnant.

The Breeder. *(the broodmare owner or person signing this contract)*

- (1) The Breeder shall provide the stud with any adverse details relevant to the mare's breeding history.
- (2) The Breeder hereby acknowledges that it is their responsibility to understand and agree to these terms and conditions of service - in particular the payment of service fee. The onus is on the Breeder to familiarise themselves with the chosen stud's charges and terms and conditions that do not form part of this contract. Such charges will be invoiced separately by the stud whom impregnates the mare.

Working Fees:

A Working fee is applicable to all mares at all studs and will be charged by the stud farm that has impregnated the broodmare on behalf of the broodmare owner.

Live Foal Guarantee:

- (1) At the sole discretion of the stallion management the service fee less 20% will be refunded or a return service will be provided to the Breeder in this contract if a mare proves to be not in foal or slips a foal or has a dead foal or the foal dies within 7 days of foaling provided the stud is notified in writing within 14 days of the foal's death and such notification is accompanied by a veterinary certificate. If the original mare is not available for the return service then the owner may send another mare but the free return service must be claimed during the season following the initial service and is to be used in this season unless expressly provided otherwise by agreement with the stallion management. Should the stallion be unavailable in the following season 80% of the service fee will be refunded less the appropriate working fee. A free return shall only be made available to the Breeder subject to payment by the Breeder of veterinary fees, working fees agistment and semen transport charges.
- (2) The live foal guarantee will not apply when:
 - 2.1 The service fee is not paid in full by the due date.
 - 2.2 The mare is transported overseas during the term of the pregnancy.
 - 2.3 The mare's owner is negligent in the management or the provision of such "management for the mare during her term of pregnancy and at the time of foaling which could contribute to the death of the foal.

Right of Refusal:

The stallion management or the chosen stud has the right to decline any application for service or any mare at its sole discretion.