

Fugato SW
Service Application Form and Contract
2018/19

This completed form and a copy of the mare's registration/assessment papers must be returned to the stud prior to service.

Chilled semen delivery orders must be received by email or phone by 24 hours prior to collection. Mare must be scanned for viable ovulation date prior to semen being requested. **Semen will not be dispatched if the mare has not been scanned by a vet.**

Priority will be given to NZ Hanoverian mares, NZWA mares and successful competition mares.

Owner's Details:

Owner/s name/s _____

Address: _____ Post code _____

Phone (h) _____ Phone (w) _____

Mobile (m) _____ Email _____

Mare's Details:

Mare's name _____ Year of birth _____

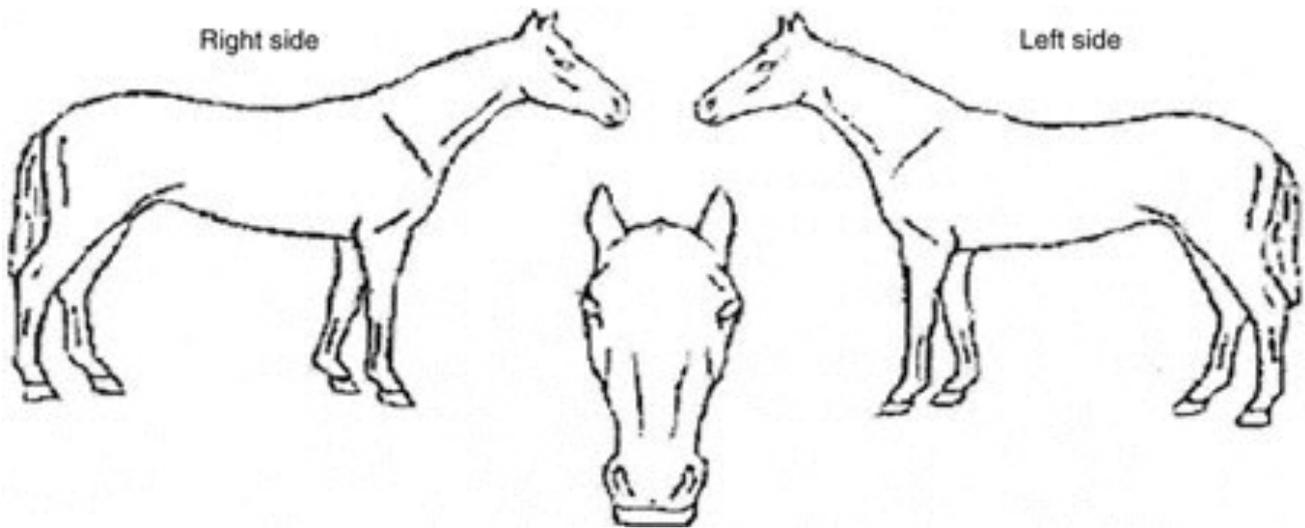
Breed _____ Sire: _____ Dam: _____

Mare Registered NZ Hanoverian No. _____

Or NZWBA Registration No. _____ ESNZ No. _____

- Copy of breed papers is attached

Please complete the ID drawing of your mare's markings and brands:



Mare physical description: _____

Brands: _____

Competition highlights (if any): _____

Mare Status at time of booking:

- Maiden Slipped
- Not in foal
- Missed
- In foal to _____ Approximate due date _____

Approximate date when semen will be required: _____

- Mare Owner to collect semen from Sterling Warmbloods**
- Transported chilled semen to be sent by Courier**
- Chilled semen to be Airfreighted - nearest domestic airport**

Physical address where semen is to be delivered if by courier

Inseminating Vet's name _____

Inseminating Vet's Practice _____

Contact details for Inseminator

Phone (w) _____

Mobile (m) _____

- I/we have read and accept the terms and conditions of service as stated on the Stallion Service Contract for Fugato SW.

Owner's/breeder's signature(s) _____ Date: _____

Stallion Service Contract for Fugato SW

This document is a binding contract between **Sterling Warmbloods Limited (Sterling)** and the person described as the owner (the **Mare Owner**) in the Service Application Form (the **Application Form**) submitted by the Mare Owner and agreed to by Sterling.

The terms and conditions in this Agreement are incorporated by cross-reference into the Service Application Form. Together they form the one agreement.

Definitions

In this Agreement:

Fugato means Fugato SW, an Oldenburg stallion owned by Sterling whose breeding has previously been disclosed by Sterling to the Mare Owner.

Live Foal Guarantee means the right of the Mare Owner to receive another service from Fugato in the event that:

- (a) the Mare does not become pregnant as a result of the service from Fugato, or
- (b) if she does become pregnant she loses the foal during the pregnancy, or
- (c) a foal is born it dies within 24 hours of birth, and the mare is attended by a suitable attendant during the foaling process.

Mare means the mare identified in the Service Application Form, and includes any replacement mare approved by Sterling.

Owner includes any lessee of a Mare with authority to have her put in foal.

Season means each period from 1 September in one year to 15 March in the next year.

Type of Service

Sterling offers only chilled semen from Fugato, and will not service outside mares on its premises in Clevedon.

The Owner must keep Sterling informed of the likely day or period of days during which collection is likely to be requested, and in any event Owners must give at least 24 hours' **notice in advance** to Sterling of when they wish the semen to be collected. Sterling will try to meet the requested time, but cannot always guarantee this. The Mare must be scanned to accurately predict ovulation by a vet prior to ordering semen.

Extra advance warning must be given if semen is needed during the Christmas and New Year period.

Fees

Booking Fee

The Owner must pay a non-refundable Booking Fee of \$350 plus GST) to be eligible for a service from Fugato. The Booking Fee must be paid well in advance of the proposed service, and once the Application Form has been countersigned by Sterling then the Booking Fee becomes due and payable. A failure or delay in paying the Booking Fee will mean that

the owner may not be in the queue for Mares accepted for service during any particular Season.

Service Fees

A Service Fee of \$1,650 plus GST) must be paid in cleared funds before any semen will be provided to the Mare Owner. The Service Fee includes the fee for the first collection of semen.

Subsequent Collection Fees

A subsequent collection fee of \$200 plus GST will be payable where the first collection does not result in a live foal and the Live Foal Guarantee applies.

Transport Fees and Costs

Sterling will charge the Mare Owner a transport fee to transport the semen to the Mare Owner (whether for the first collection or subsequent ones). The amount of the fee will depend upon the location of the Mare Owner. If the Mare Owner is located within 50 kilometres of Sterling premises, then the fee will be \$75 (including GST) and if between 50 and 100 kilometres then the fee will be \$150 (inclusive of GST). Distances of between 100 and 150 kilometres will be charged at \$250 (including GST).

If the Mare Owner is located more than 150 kilometres from Clevedon, then unless other arrangements are agreed the semen will be delivered to Auckland Airport (freight office) for transporting to an airport convenient to the Mare Owner. The transport fee for the delivery from Sterling to Auckland Airport will be \$50 plus GST.

The Owner has the right instead to pick up the semen themselves from Sterling in Clevedon. If the Mare Owner picks up the semen it must be taken directly from Sterling to the Mare to allow for insemination to occur as quickly as practicable.

All payments are to be by direct credit to the bank account of Sterling. Sterling will not usually accept cheques or credit card payments.

Owners agree that **they will courier back to Sterling, within 48 hours of receipt, the empty insulated container** which contained the semen, such courier to be at the Mare Owner's cost. Any loss or damage to the insulated container or other shipping container is to be borne by the Mare Owner.

The risk of loss or damage to the semen passes from Sterling to the Mare Owner at the time the semen leaves Sterling premises, irrespective of whether the semen is being couriered by employees or contractors of Sterling or by a third party courier company, or whether the Mare Owner has uplifted the semen themselves.

All veterinary costs are for the account of the Mare Owner. Sterling will not engage the services of a vet for collections.

Sterling shall have no liability whatsoever for any matters beyond Sterling's control, and shall have liability only for direct costs and losses suffered as a result of its negligence or breaching the terms of this Agreement.

Limited Live Foal Guarantee

Sterling Warmbloods intends to geld Fugato SW in June 2019. However, Sterling Warmbloods reserves the right not to do so for any reason if they so choose.

If a pregnancy is not achieved in the 2018/19 breeding season then Sterling Warmbloods will refund the service fee of \$1,650 plus GST to the breeder, or a lesser amount if that is what was paid.

If a pregnancy is lost, aborted or slipped then Sterling Warmbloods will refund the service fee of \$1,650 plus GST to the breeder.

If the foal does not survive the first 48 hours then Sterling Warmbloods will refund the full service fee of \$1,650 plus GST.

The booking fee of \$350 plus GST is not refundable if the mare does not get in foal.

Certificate of Service

Sterling will provide a Certificate of Service (for stud book registration purposes) which will be sent to the Mare Owner prior to the foal being born. The Certificate of Service will be provided only if all required forms have been correctly completed by the Mare Owner (i.e. including all relevant information about the Mare) and if all fees and other moneys owing by the Mare Owner have been paid in full.

After each Season Sterling will be submitting a stallion return to the New Zealand Warmblood Horse Association (NZWHA) and to the New Zealand Hanoverian Association. This will be done so that those organisations are aware of Mares bred to Fugato during the relevant Season.

Sterling reserves the right to refuse any particular Mare for insemination, and without being obliged to give any reason.

Gelding

The Mare Owner agrees that if a colt is born to the Mare as a result of the insemination then the Mare Owner must ensure that:

- (a) the colt is gelded by the age of 2 years, and
- (b) the colt will at no time be used for breeding purposes, whether commercially or for private purposes.

This is essential to maintain the integrity of the breeding lines of Fugato. Mare Owners agree to notify Sterling once the gelding has been completed, which notification is to be accompanied by confirmation from a veterinarian to the same effect.

A failure to geld the colt within the required time period shall result in the Mare Owner being liable to pay compensation to Sterling, by way of liquidated damages, of \$20,000 plus any applicable GST. The payment of such sum does not relieve the Mare Owner of the obligation to geld the colt.

Owners who sell their colts before gelding must make the new owner aware of these provisions, as the Mare Owner remains liable to Sterling to ensure that the gelding occurs and, if it does not occur within 2 years, to pay the compensation mentioned above.

In addition to the Mare Owner's obligation to pay the compensation to Sterling, Sterling shall be entitled to take legal action to prevent any colt born as a result of the insemination from itself inseminating any Mare and/or to obtain a court order requiring the gelding of the colt. The cost of any such legal action shall be borne by the relevant Mare Owner.

Miscellaneous

If the Mare Owner fails to pay any amount owing to Sterling when due then the amount unpaid will bear interest from the day which is 5 days after the due date until payment in full at the rate of 14% per annum.

Any dispute between the Mare Owner and Sterling shall be resolved amicably and in good faith discussions if that is possible. If agreement is not reached as a result of the discussions then either party may require that the matter be sent to mediation in Auckland with a mediator being appointed by the President for the time being of the Auckland District Law Society. The costs of the mediator will be borne equally unless the mediator directs that one party should pay all or a greater share of the costs.

These terms and conditions are effective as of July 2018