

FROZEN SEMEN CONTRACT

Directions for Completing Contract

Attention: Live Foal Guarantee does not apply to embryo transplant (see clause No. 8)

1. Please print two copies of the contract or request two copies, sign both and return to us. We will in turn sign both contracts and send one copy back to you.
2. Please ensure contracts are dated and contact details are fully completed.
3. Mare details are to be completed and a copy of the pedigree enclosed with the contracts.
4. Enclose with the contracts either a cheque or copy of the deposit slip for deposit or full payment for semen. If paying by direct deposit, please use Mare's registered name or Q-Number as a reference.

All monies payable to S.D. Marchant are to be paid by cheque addressed to S.D. Marchant, or alternatively via bank deposit to

S.D. Marchant BSB: 014 -583 ACC Number: 8378 70024

5. Ensure all delivery address and contact details for Veterinary clinic are accurate.
6. Once Mare is confirmed in foal we require a Veterinary Pregnancy Certificate so that the progeny can be registered with the Australian Quarter Horse Association. The Australian Quarter Horse Association will not produce an application for registration without full details of the service date.
7. Please complete contract in black ink.

PURCHASE CONTRACT FOR FROZEN SEMEN 2011/2012 SEASON
(All pages are to be signed and returned to SDM Quarter Horses or this contract is void)

This Purchase Agreement is made this day of 20.....
 between SDM Quarter Horses (Stallion Agent) and the Mare Owner as listed below:

Name: _____
 Address: _____
 _____ Postcode: _____
 Phone: (HOME) _____ (MOBILE) _____

Mare owner does hereby agree to breed their mare

Mare's Name (as appears on AQHA Registration): _____

AQHA Number: _____ **D.O.B:** _____ **Breed:** _____

Service Type: **AI:** Frozen Semen
(please circle)
Embryo Transfer (IF APPLICABLE): Frozen Semen **(LIVE FOAL GUARANTEE DOES NOT APPLY)**

To

Stallion Name: _____ **AmQHA Number:** _____

AuQHA Number: _____

The stallion service fee is \$ _____ +GST which includes a non-refundable booking fee of **\$250 +GST** payable with this contract.
 The balance must be paid prior to ordering semen.

The semen is to be shipped to:

Name: _____
 Delivery Address: _____
 _____ Postcode: _____
 Phone: (HOME) _____ (MOBILE) _____

Insemination of the Mare is to be performed by:

Vet or AI technician Name: _____
 Address: _____
 _____ Postcode: _____
 Phone: (HOME) _____ (MOBILE) _____

I hereby agree to the terms and conditions listed on Page 2 of this Agreement and agree to the above breeding.

Mare Owner:

Stallion Agent:

.....
(Signature)

.....
(Signature)

Date:

Date:

Terms and Conditions for Frozen Semen

1. Mare Owner whose signature appears below warrants that it is the owner or record, lessee or authorised agent of the Mare. Mare Owner must furnish SDM Quarter Horses with a copy of the mare's Certificate of Registration with this contract.
2. Mare Owner agrees to use all semen for the Mare nominated in this Agreement and no other. Mare Owner agrees that a licensed veterinarian or competent Mare Management facility will inseminate the Mare. Veterinary certification of ability to breed may be required for mares above the age of 16 years.
3. All fees must be paid to SDM Quarter Horses before receiving semen. Payment is in AU Dollars. All bank charges will be paid by the Mare Owner.
4. Mare Owner agrees to pay all courier and shipping costs which may be incurred as a result of this agreement.
5. Each mare being bred with frozen semen will be allotted a total of **four (4)** doses of semen for the breeding season. The semen will be distributed as **two (2)** doses per cycle with a maximum of two cycles. The Mare Owner is only entitled to the amount of semen necessary to get their mare in foal; Mare Owner does not own all **four (4)** doses. Additional straws will be **\$100.00** per dose plus any shipping charges.
6. The semen will be stored at **Garden City Artificial Breeding, Greenmount East, Queensland, Australia**. After execution of this contract with SDM Quarter Horses, the Mare Owner will contact **Garden City Artificial Breeding** for their schedule and fees with regards to the stored semen.
7. **A live foal guarantee will apply for the next year's breeding season only.** Live Foal Guarantee is based on Mare being examined by a licensed veterinarian between 40 and 50 days from the last breeding date and SDM Quarter Horses being notified of her pregnancy status at that time and a certificate from the veterinarian confirming the results of the examination. (The term "live foal" means that the foal resulting from this breeding stands and nurses unassisted and lives for twenty-four (24) hours). The "live foal guarantee" will be void if Mare Owner does not notify the stallion agent within 48 hours after the time of foaling that the mare did not produce a live foal.
8. A Live Foal Guarantee does not apply to embryo transplants.
9. In the event no live foal results from the breeding, Mare Owner has the option of breeding the Mare the following breeding season ONLY, on the same terms and conditions set forth herein. In lieu of this rebreeding privilege, SDM Quarter Horses may, in their sole discretion, elect to refund the stallion service fee less the booking fee. A non-refundable rebreed fee of **\$500.00** will be assessed on all return breedings.
10. If after three attempts of return breedings, at discretion of SDM Quarter Horses, a veterinary certificate may be required to prove soundness of mare.
11. If the mare dies, or becomes unfit for breeding, the Mare Owner may return the following breeding season ONLY with a substitute mare approved by SDM Quarter Horses under the same terms and conditions set forth herein.
12. Unless otherwise agreed to in writing, all guarantee privileges are automatically lost and forfeited if Mare is sold or otherwise disposed of prior to the birth of the foal, or if Mare Owner fails to pay all fees and expenses.
13. Mare Owner must send the insemination reports and all breeding dates to SDM Quarter Horses and must notify SDM Quarter Horses of the mare's pregnancy by **March 30, 2012** to be on the stallion breeding report. Any late charges incurred for failure to report breeding dates will be the responsibility of the Mare Owner.

14. SDM Quarter Horses and their officers or employees shall not be liable for damages as a result of damage to the semen or as a result of a mare failing to settle. SDM Quarter Horse's sole liability under this contract is a rebreed the following year if a live foal is not attained.

15. Request for semen shipment must be made with minimum 3 weeks' notice for frozen semen. Cancellations must be made by 7:00 AM EST on the day of shipment; otherwise, shipping fee will have to be charged. Airline Shipments may require even more cancellation notice depending on airline schedules. Semen will be shipped to the address provided with this contract. All address changes are the responsibility of the Mare Owner and are to be made in writing.

16. Stallion Owner makes no warranty or guarantee that semen will be available for delivery within a certain time period. While every effort will be made to ship viable semen, Stallion Owner makes no guarantee that that semen will safely reach the insemination point without losing integrity, quality or characteristics, or that shipping company or airline will deliver in a timely manner.

17. Mare Owner agrees that upon signing this contract and returning it along with the deposit for semen and a copy of the Mare's registration papers that it becomes a binding contract, subject to the terms and conditions herein. This contract is not valid unless completed in full and may not be altered or amended, except by a written mutual consent of the parties herein.

Mare Owner:

Stallion Agent:

.....
(Signature)

.....
(Signature)

Address:

Date:

.....

.....

Phone:

Date:



Web: www.sdmquarterhorses.com.au Post: PO BOX 583, Goondiwindi QLD 4390 Ph: (07) 4671 2855 or (07) 4671 3400

SHIPPING OF FROZEN SEMEN

***PLEASE NOTE: As per the terms and conditions of this Semen Contract, frozen semen is to be ordered 3 weeks in advance. Cancellations must be made by 7:00 AM EST on the day of shipment, otherwise shipping fee will have to be charged. Airline Shipments may require even more cancellation notice depending on airline schedules. Semen will be shipped to the nominated person and address provided with this contract.**

Shipping costs and transport details for semen are to be arranged with **Garden City Artificial Breeding**.

SHIPPING COSTS ARE THE RESPONSIBILITY OF THE MARE OWNER.

Garden City Artificial Breeding

Ashley Blinco

15 Archer Rd
Greenmount East
QLD 4359

PH: (07) 4697 1900
MOB: 0429 631 804
FAX: (07) 4697 1998
EMAIL: ashley.blinco@gcab.com.au

The semen is to be shipped to (must match Name and Address as listed on Page 1 of this contract):

Name: _____

Delivery Address: _____

Postcode: _____

Phone: (HOME) _____ (MOBILE) _____

Mare Owner:

.....
(Signature)

Date: