



Home of Internationally Bred Hanoverians

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FISHERMANS FRIEND (imp)

SERVICE CONTRACT FOR CHILLED SEMEN 2012/13 BREEDING SEASON

- General:** This Contract between Remi Stud and the Mare Owner, both detailed in Attachment A, is for the supply of Services of chilled fresh semen from the Stallion Fishermans Friend for insemination into the Mare on the terms and conditions detailed below.
- The Horse Owners, Horses & Representatives:** Details of the horse owners, their horses and representatives are contained in Attachment A.
- The Stallion:** Remi Stud warrants that it is the sole owner of the Hanoverian Stallion, Fishermans Friend by Fabriano out of Penny Lane and that the Stallion is fully licensed with the Hanoverian Horse Society of Australia as a stallion. Nothing in this agreement, whether by implication or otherwise, gives The Mare Owner any right, titles or interest in the stallion.
- Services:** Remi Stud will provide the Mare Owner with services of chilled fresh semen from the Stallion Fishermans Friend, suitable for a single insemination of a Mare nominated in Attachment A.
- Stud Fee:** The Mare Owner will pay Remi Stud a Stud Fee made up of the following amounts for the provision of the Stallion's semen. All amounts are in \$AUD:

Stud Fee	\$ AUS excluding GST	GST	\$ AUS including GST
Service Fee – with a Live Foal Guarantee. The Service Fee is payable before delivery of the semen. Earlybird Offer – if the booking fee is received by Remi Stud before July 31st, 2012, the Service Fee will be \$2,750 + GST	\$3,000	\$300	\$3,300
Service Collection fee - This fee covers the collection and disposables for one (1) collection only in Normal Working Times. The Collection Fee is payable prior to the Collection of each Service provided under this Agreement.	\$250	\$25	\$275
Service Transportation Costs - from Remi Stud to the Delivery Address nominated by the Mare Owner in Attachment A (refer Item 7 below). The Semen Transportation Costs (if known) are payable prior to Collection of each Service provided under this Agreement.	At cost	At cost	At cost
Booking Fee (part of the service fee)	\$500	\$50	\$550
Less discounts for Multiple Services –as detailed in Item 6			

- Discounts for Multiple Services:** Should the Mare Owner purchase semen from Remi Stud for the insemination of 2 mares, Remi Stud will discount the Service Fee for each mare by 5%. Should the Mare Owner purchase semen from Remi Stud for the insemination of 3 or more mares, Remi Stud will discount the Service Fee for each mare by 10%. The total discount will be deducted from the Service Fee for the last mare. This discount is only applicable if all mares to be inseminated are owned by the Mare Owner.
- Service Availability:** Typically semen services will be collected and delivered only during Normal Working Times. Normal Working Times are from 9.00am to 5.00pm Monday to Friday (excluding public holidays) from 1st November, 2012 to the 31st January, 2013. These dates may vary depending on competition commitments. Frozen semen may be available at other times.

There is no guarantee that semen will be available for collection or delivery outside Normal Working Times so please keep this in mind when you prepare your Mare for insemination. After hours fees will apply if a semen Service is required by the Mare Owner to be collected and/or delivered outside Normal Working Times.

8. **Delivery of Service:** Remi Stud will organise delivery of the semen to the Delivery Address nominated in Attachment A. The Service Transportation Costs are to be paid by the Mare Owner. The Mare Owner must provide Cheryl O'Brien of Remi Stud with a minimum of 48 hours prior notice of the Delivery Date.
9. **Contract Execution & Booking Fee:** Upon completion and execution of this Contract, the Mare Owner is to email or post it to Remi Stud at the address provided in Attachment A together with a non refundable Booking Fee of \$550.00 (inc GST) per mare. The Booking Fee may be paid by cheque or direct deposit into Remi Stud's bank account, also provided in Attachment A. The Booking Fee will be part of the Total Stud Fee.
10. **Invoices and Payment Terms:** The balance of the Stud Fee owing to Remi Stud by the Mare Owner is to be deposited in Remi Stud's bank account detailed in Attachment A, to be cleared funds before the semen is collected. Please note that semen will not be collected from the Stallion or delivered to the Mare Owner if Remi Stud has not received full payment of the Stud Fee from the Mare Owner.
11. **Live Foal Guarantee (LFG):** If, after insemination with the Stallion's semen, the Mare is not in foal, aborts the foal, or if the foal dies within 24 hours of being born, Remi Stud is held harmless from all liability, and the Mare Owner is entitled to a complimentary rebreed the following year. The semen rebreed is subject to the Mare Owner paying Remi Stud an additional Collection Fee and Semen Transportation Costs. This Live Foal Guarantee is:
 - a. Limited to the subsequent breeding year only.
 - b. Limited to the Mare served in the previous year or another mare approved by Remi Stud.
 - c. Not transferable to another Mare Owner.
 - d. Subject to the Stallion being capable of service in the following year.
 - e. Subject to the insemination of the Mare being undertaken by a suitably experienced and qualified veterinarian.
 - f. Subject to a suitably experienced and qualified veterinarian confirming in writing that the Mare is not in foal, has aborted the foal, or that the foal has died within 24 hours of being born.
 - g. Should the Mare fail to fall pregnant after having been served during three consecutive cycles or should a veterinary surgeon issue a certificate that the mare is incapable of breeding, then the Mare Owner shall propose an alternative Mare for insemination.
12. **Stallion Guarantee:** Should the Stallion die or otherwise become unfit for service, then Remi Stud's liability shall be discharged fully, however Remi Stud may offer the Mare Owner the option of breeding to another stallion owned by Remi Stud, if available.
13. **Insemination Certificate & Equitainer:** Remi Stud will provide an Insemination Certificate at the completion of the breeding season. The Mare Owner is to return the Equitainer to Remi Stud within 7 days of insemination. If the Mare Owner does not return the Equitainer within 7 days a Hire Fee of \$50 (+ GST) per week will be charged to the Mare Owner.
14. **Contract Execution:** The terms and conditions detailed in this Contract are understood and accepted by the Mare Owner:

Signed by Mare Owner _____ **Date** _____

Name of Mare Owner _____

Please complete the information on the following pages and return this Contract with the Service Fee of \$3,300 (inc GST) to Remi Stud.:

Please advise Remi Stud of your Mare's pregnancy tests whether positive or negative.

ATTACHMENT A HORSE OWNERS, HORSES & REPRESENTATIVES

The Stallion Owner

Stallion Owner Remi Stud
Contact Cheryl O'Brien
Address 20 Narelle Court
Plainland Queensland 4341
Phone 07 5465 1960
Mobile 0409 653384
Email remistud@bigpond.com
Bank Details: Remi Stud Pty Ltd
- Branch No. 064 413
- Account No. 1015 3479

The Stallion

Stallion's name Fishermans Friend LN 316307197
Approved for HHSA & AWWA



The Mare Owner

Full Name _____ ABN _____
Contact _____
Address _____
Phone _____ Fax _____
Email _____

Shipping Semen Details (if applicable)

Delivery Address _____ ABN _____
Contact Person _____
Address _____
Phone _____ Fax _____
Delivery Instructions _____

Vet Details (for the Mare Owners Vet)

Clinic _____ ABN _____
Vet name _____
Address _____
Phone _____ Fax _____

The Mare:

Mare's name:	_____	Birth Date:	_____
Breed:	_____	Colour:	_____
Sire:	_____	Reg No:	_____
Dam:	_____	Reg No:	_____
Markings	_____	Brands:	_____

DESCRIPTION OF MARE

