

SERVICE AGREEMENT FOR 'Appleton DHU'

THE PARTIES

Dutch Horses Unlimited, Ltd ("The Stud")

93 Tangimoana Beach Road

RD3

Palmerston North

Phone : 06 324 8853

Mobile: 021

AND

Owner or Lessee of the Mare ("The Mare Owner")	(print name)
Address	(print address)
Town	(print town)
Phone Home	(print phone numbers)
Phone Work	
Mobile	
E-Mail	(print e-mail address)

THE DETAILS OF THE STALLION AND THE MARE

MARE DETAILS

Name of the Mare to be bred to Appleton DHU ("The Mare")		(print name of the mare)
Registration numbers		
NZWHA :		(print NZWHA reg. nr if applicable)
ESNZ:		(print ESNZ reg. nr if applicable)
Other studbook:		(print other studbook reg. nr if applicable)
Bloodlines		
Sire of "The Mare"		
Dam of "The Mare"		
Sire of Dam of "The Mare"		
Physical description of "THE MARE"		
Breed:		(print breed)
Colour:		(print colour)
Height:		(print wither height)
Date of Birth:		(print date of birth)
Brands:		(print brands if applicable)
Reproductive status:	Maiden / Dry / Foal at foot	(circle applicable option)

Sign Initials:

STALLION DETAILS

Registered name:

Appleton DHU

Registration number

KWPN: 528003 05.00591

Bloodlines

	Uft (KWPN 325STB-H)
Ferro (KWPN 87.151)	Brenda (KWPN 83.151)
Rousseau (KWPN 98.07418)	Roemer (KWPN 237STB-H)
Appleton DHU (KWPN 05.00591)	Landy (KWPN 7138-STB-M)
	Landgraf I (21 0391966)
Burggraaf (KWPN 83.7742)	Loanda (KWPN 6282VRM)
Michigan B (KWPN 94.11599)	World Cup I (31 4510477)
Walkie-Talkie H (KWPN 11039VRM)	Aparte H (KWPN 11038VRM)

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DETAILS OF "THE MARE'S" CHOSEN VETERINARY PRACTICE FOR INSEMINATION

Name of Veterinary Practice who carries out the insemination	
	(print name)
Address	(print address)
Town	(print town)
Phone	(print phone numbers)
Mobile	
E-Mail	(print e-mail address)
Details of semen delivery	
	(check the option of choice)
<input type="checkbox"/> Semen picked up by "The Mare Owner" or representing veterinary clinic from airport location:	
	(print airport location if applicable)
<input type="checkbox"/> Semen picked up by "The Mare Owner" or representative	
<input type="checkbox"/> "The Stud" to deliver semen	
	(provide directions if applicable)
<input type="checkbox"/> Insemination carried out at "The Stud"	

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THE PARTIES AGREE THAT:

1. The Parties agree to try and breed "The Mare" to the Stallion "Appleton DHU" by artificial insemination via fresh, chilled or frozen semen.
2. The **Service Fee** for Appleton DHU for "The Mare" is \$850 plus GST, the total amount payable therefore being **\$977.50** ("The Service Fee"), which is made up as follows:
 - a. The Service Fee includes the **non-refundable booking fee** of \$100 plus GST. The total booking fee therefore being **\$115, payable at the time of signing this Agreement and returning it to "The Stud", and**
 - b. The Service Fee includes the **non-refundable collection fee** of \$100 plus GST, The total collection fee therefore being **\$115.**
3. The Service Fee is for **one insemination of "The Mare" only**. If the insemination does not result in a pregnancy of "The Mare", any subsequent insemination that is required for "The Mare" will incur a new "Service Fee" of \$850 plus GST.
4. "The Mare Owner" is responsible to decide the right timing of the insemination of "The Mare".
5. "The Stud" recommends "The Mare Owner" to consult a Veterinarian to decide the timing of the insemination and consequently on the timing of the order of semen from "The Stud".
6. "The Stud" recommends "The Mare Owner" to present a mare of which an adequate fertility can be expected.
7. The **Service Fee** must be paid into "The Stud's" bank account **before** any collection of semen will be sent to "The Mare Owner" for insemination into "The Mare".
8. **All Delivery fees** are payable by "The Mare Owner" for any and all shipment(s) of semen. Delivery fees are dependent on the mode of delivery requested above by "The Mare Owner".
9. **Mode of Delivery.** "The Stud" would prefer to either fly the semen to the closest airport to "The Mare", or deliver the Semen through a Courier Service, or for "The Mare Owner" to pick up the semen. "The Stud" however accepts that this is ultimately "The Mare Owners" decision as it is agreed between the Parties in signing this contract that **once the Semen leaves "The Studs" address it is the sole responsibility of "The Mare Owner"**.
10. **Cost of Delivery.** The Delivery cost will be given to the Mare Owner after the signing of this Agreement and the address and/or Mode of Delivery is then known to "The Stud" and **must be paid with the balance of the Service Fee before the Semen will be sent.**
11. All monies payable by "The Mare Owner" must be received by "The Stud" and be cleared funds prior to the Semen being shipped. It is "The Mare Owner's" obligation to notify "The Stud" once the funds have been deposited into "The Stud's" bank account. In addition it is "The Mare Owner's" obligation to clearly mark the Deposit with their name as identified above.
12. Cheques for the remainder of the service fee or collection costs will only be accepted if sent one calendar month prior to the semen being

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- required. The preferable payment of money is transferred into “The Stud’s” Bank account either via Internet Banking or direct deposit.
13. The Semen Shipper must be couriered (with track and trace) back to **“The Stud’s” Physical address outlined on the semen container** within 48 hours of receipt of the Semen by the Mare Owner at the Mare Owners cost.
 14. Failure to return the Semen Shipper to “The Stud” will result in the Mare Owner being charged with the full price of replacement of the Semen Shipper of \$150 (incl GST) and/or a penalty daily figure of \$50 per day it is overdue after the first 48 hours as above at “The Stud’s” discretion.
 15. The only circumstances where “The Mare Owner” will be **entitled to a refund** of the Service Fee is upon the death of the Stallion Appleton DHU or if he becomes medically unfit as deemed by “The Stud’s” Veterinarian for breeding, prior to “The Mare” being inseminated.
 16. In the event of a refund, this refund does not include the non-refundable booking fees or collection costs. In addition, any outstanding fees owed to “The Stud” by “The Mare Owner” will be deducted prior to the refund being released. Any remaining fees owing to “The Stud” by “The Mare Owner” over and above the refund figure will continue to remain due and owing.
 17. Any sum owing by “The Mare Owner” to “The Stud” will incur interest on a daily basis at the rate of 4% above “The Stud’s” Bank’s overdraft interest rate. “The Mare Owner” will be liable for any and all collection costs associated with sums outstanding as outlined in this Agreement, including but not limited to Legal Fees, Filing Fees and Debt Collection Agency fees.
 18. “The Stud” is not liable for any act, omission or failure under this Agreement including damaged, lost or delayed semen, if that act, omission or failure arises directly from a cause beyond “The Stud’s” reasonable control. “The Stud” shall advise “The Mare Owner” as soon as possible after becoming aware of such cause.
 19. **Orders for semen** must be placed with “The Stud” **at least 24 hours** before the semen is required to leave “The Stud’s” property.
 20. All Veterinary Costs for “The Mare” are the obligation of “The Mare Owner”.
 21. “The Mare Owner” accepts that The Stud is away competing during the breeding season from time to time. **It is the responsibility of “The Mare Owner” to check semen availability in advance.**
 22. The Stud **may not be collecting semen** during the **Christmas and New Year Holiday period**, so the Mare Owner will ensure that they try and inseminate during “The Mares” cycles either earlier than that period or after. It is “The Mare Owners” responsibility to check the availability over this period in advance. Unless there are exceptional circumstances at the discretion of “The Stud,” semen may not be available during that period. *(An example of “Exceptional Circumstances” is a Mare having trouble getting pregnant and a second or subsequent service is required – falling naturally within that time period).*

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23. "The Mare Owner" also accepts that is their sole **responsibility to keep "The Stud" fully informed of the likely time Semen will be ordered** as "The Mare" progresses in her cycle, leading up to the anticipated insemination date. Then to also order the semen with 24 hours' notice of it being required to leave "The Stud's" Property. Failure to do so may result in Semen being unable to be sent in time. Should this happen then "The Mare Owner" accepts they cannot hold "The Stud" responsible for any cost associated with Semen being not being available in time to inseminate "The Mare".
24. All monetary values are in New Zealand dollars and bookings from overseas must ensure that the correct amount in NZ dollars is received by "The Stud".
25. The current breeding seasons for "The Mare" shall be from the 15th September of the year this Agreement is signed to the 1st March the following year.
26. In the event of a dispute between the Parties, the Parties shall meet and discuss the issues in good faith. If discussions fail then the Agreement is governed by the Laws of New Zealand and the Parties submit to the exclusive jurisdiction of the New Zealand Courts in respect of all matters relating to this Agreement.

Sign Initials:

Signed by the Parties		
		Ane Visser or Nicole Bours
Date:		(print date)
<u>AND</u>		
“The Mare Owner”		(print name and signature)

Notes:

- *Be sure to have completed all highlighted sections in the contract.*
- *Please print 2 copies. On both copies initial each page and sign the Agreements, then return the entire original Agreement to “the Stud” at postal of **93 Tangimoana Beach Road, RD3, Palmerston North 4473, NZ**. We will then sign and return a copy of this agreement for your records.*

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