



### **(C) Mare examination**

On arrival at the stud the mare will undergo a thorough veterinary examination to ascertain suitability for breeding. This will include an Ultra Sound of the Uterus/Ovaries and may include an intrauterine culture of the Uterus, if recommended by the veterinary surgeon. If after examination and in consultation with the veterinary surgeon, the mare is found to be unfit to breed, the owner will be notified immediately of the reasons. A substitute mare will be accepted providing the substitute mare fulfils contract requirements. To circumvent this procedure the stud will accept a current Veterinary Certificate supplied by the owner, outlining that the above procedures have been conducted and the mare is fit to breed, prior to the mares arrival at the stud.

### **(D) Pregnancy Test**

- (1) Mares remaining at the stud will undergo a pregnancy test at 14 and 45 days approximately.
- (2) In circumstances where the mare leaves the stud prior to a pregnancy test being conducted, the mare owner will supply the breeder with a pregnancy test report from a veterinary surgeon before a service certificate will be issued.
- (3) Should the mare return a negative pregnancy test, a free return is offered for as many times within the season as required.

**Live Foal Guarantee**, A live foal is considered to be a foal that can stand and suckle unaided for at least 48hrs.

### **(E) The LFG will be honored in circumstances where:**

- (1) The mare is found not to be in foal or becomes barren during gestation, (Veterinary certificate required)
- (2) Produces a foal that is stillborn and no clinical signs of EHV is present (Veterinary certificate required)
- (3) A foal dies within 48hrs as a result of the inability to stand/nurse/suckle (Veterinary certificate required).
- (4) The owner must notify the stud immediately the foal has been located dead/dying and inform the stud of the attending Veterinary Surgeon examining or who has examined the foal. A full examination of the foal must be conducted and a certificate issued by the attending Veterinary Surgeon, detailing the known/likely cause of death, must be received at the stud within 5 days or return of service is forfeited.
- (5) Total service fee refundable \$1,100.

**Please Note:** Booking Fee's/Handling fee's/Agistment are non refundable.

### **(F) Circumstances where a live foal guarantee will not be honored**

- (1) The mare owner fails to supply the stud with a Veterinary Certificate indicating the mare is not in foal or barren or the foal has died. The veterinary certificate must be received by the stud within (5 days) of the vet attending.
- (2) Mare 15 years and over will not be issued with a (LFG) or a return of service
- (3) Owner's neglect/mismanagement. (i.e., foal suffocates in placenta from foaling down unsupervised)
- (4) Foal dies as a direct result of an infection caused by the mare owner failing to identify or treat the foal for the failure of passive transfer (Igg levels) (antibodies/Colostrum) (Veterinary Certificate required)
- (5) Equine Herpe Virus vaccinations are not administered to the mare in the 5th, 7th and 9th month of gestation and the mare either aborts or the foal is born weak with signs of jaundice. (Vet Certificate/vaccination records required)
- (6) The foal dies as a result of an injury received after birth (i.e. is injured in a fence or kicked by other stock)
- (7) The mare must not have had her labor artificially induced, nor may she have been returned to an active performance career.
- (8) If the mare does not produce a live foal and the owner fails to re-breed the mare the following season/year, the return of service will be forfeited.
- (9) In the event of death or sale of the specified mare tested in foal, no return of fees or other compensation or damages will be given or are payable to a third person. The stallion owner will have been deemed to have carried out and completed his tasks.

### **(G) Stallion**

Should the stallion die, become unfit for service or be sold, the breeders liability is discharged fully by the return of the balance of the service fee if paid in full as a result of the stallion's inability to breed.

### **(H) Breeding Certificates**

A certificate of service will be issued after a 45 day positive pregnancy test has been conducted either at the stud or the mares normal home (veterinary Certificate required) and only after all costs and charges associated with the breeding of the mare, including vet fee's have been paid in full.

**(I) Mares agisted at the stud for the purpose of foaling down and later re-inseminating**

Several complications can arise from foaling down such as difficulty foaling, retained placenta or failure of passive transfer (low IgG levels) i.e., result of mare prematurely lactating. A higher percentage of mares foal during the early hours of the morning, generally between 11pm and 6am and at times may require immediate veterinary attention. The mare owner acknowledges that their signature on this contract, also gives their expressed/implied and written consent and their authority, to the stud manager and all stud employees, to request the attendance of a veterinary Surgeon at any hour, to treat any symptom/s that a mare and or foal may display or require immediate treatment for, to ensure the well being of that mare and or foal and the mare/foal owner accepts the responsibility for all veterinary costs incurred as a result of the veterinary surgeons attendance and or treatment at that time.

**(J) Insurance**

The owner has the responsibility to insure their mare/foal and all risk of loss passes to the mare/foal owner with this contract. The mare/foal owner assumes the unavoidable risks inherent in all horse related activities, including but not limited to accident, theft, illness, death, loss, damage and injury to the owner's horse(s) including a foal at foot. The mare/foal owner agrees to look solely to his/her insurance, if any, for compensation for any such loss and further agrees to indemnify and hold harmless, the stallion breeder, stallion owner, their families and employees.

**(K) Debts**

- (1) In the event it becomes necessary to refer debts arising from this contract to a solicitor for collection, or if suit is instituted hereon, the owner agrees to pay all reasonable costs and legal fees incurred in the suit or collections.
- (2) Payments 30 days past due date will be considered a default and the breeder is entitled to a possessory lien against the owners mare/foal and in this respect, the owner hereby appoints the breeder as the owner's attorney with the power to sell the mare and/or any progeny if such fees or charges are unpaid as aforesaid and to execute all necessary documents to achieve this end.

***Terms, conditions and fees regarding shipped semen from 2009 onwards.***

**(L) Reservation must be made, signed contract received at the stud and all fees paid prior to the shipment of chilled semen**

***(Contracts are available in a two printable version from a link on the stud web site and we will accept an electronic version of contract forwarded via email as a binding contract)***

- (1) A non-refundable Stallion Service Fee of \$1,100 inclusive of GST, to be paid prior to semen being shipped or mare being inseminated at the stud. The stud reserves the right to alter or change this fee prior to the commencement of each season. The current fee for the applicable year can be ascertained from the breeder direct or it will be displayed on the stud web site at [www.friesianhorse.com.au](http://www.friesianhorse.com.au)
- (2) A non-refundable booking fee of \$330 inclusive of GST, to be paid prior to semen being shipped or mare being inseminated at the stud.
- (3) A non-refundable collection fee of \$220 inclusive of GST, to be paid prior to the semen being shipped or the mare being inseminated at the stud.
- (4) Any shipping fee or airfreight will also be required at this time. An estimate can be obtained from the breeder.
- (5) Orders must be received at the stud by 12-midday, the day prior to the requested collection date.
- (6) Semen will be collected and shipped before 5pm, the day before, to arrive at the destination the following day.
- (7) The breeder will endeavour to accommodate the mare owner as much as possible and your communication is of vital importance to ensure the semen arrives at the required time.

\$1650 Total costs for chilled semen excluding packaging and freight.

**(M) Refundable deposit on Equitainer™**

- (1) In circumstances where an Equitainer™ is requested, a \$300 refundable deposit is required to insure prompt return of Equitainer™. The breeder agrees to refund the total amount of said deposit to the mare owner upon return of Equitainer™ without damage and all parts intact as received. If any parts are missing, cost to replace parts will be deducted from container deposit. \$25 per day will be deducted from the deposit if said Equitainer™ is not delivered to the breeder within 5 days (excluding weekends) from the time mare owner received the Equitainer™ i.e. shipped from breeder on Monday, received by the mare owner on Tuesday, must be back to the breeder by the following Tuesday. If mare owner provides the breeder with their own Shipping Container, the \$300 deposit is not required.

(2) The breeder may provide you with a disposable Shipping Container upon request for the cost of \$50. You are not required to return the disposable container to the breeder.

**(N) Breeding the mare by shipped/cooled semen**

(1) The mare owner is responsible for all facets of breeding the mare and agrees to comply with all related breed association requirements concerning the use and handling of cooled semen. The Mare Owner agrees to use their best efforts to perform the insemination procedure within 24 hours, but not more than 48 hours after collection of semen from the Stallion. The mare owner agrees that an individual who is qualified and experienced in the use and handling of cooled semen will perform the insemination. The mare owner agrees to use all cooled semen provided by this agreement for the mare named in this contract only.

(2) The use of chilled/cooled semen is a widely used around the world within the present form of technology available.

The breeder makes no guarantee or warranty expressed or implied with respect to the cooled semen supplied by the breeder including the semen reaching the required destination within a certain period or the integrity/motility of the semen upon arrival. Transportation can be unpredictable and as such the breeder does not accept any responsibility or onus as a result of delay/s by any particular transport company.

(3) The semen is quality tested for motility and progressive motility prior to shipment and the results of this test will be included in the shipment. A declaration is required to be completed by the person inseminating the mare, includes the full details of the mare inseminated, name of the person conducting the procedure/insemination, the date and time of the insemination, the progressive motility of the semen upon insemination. This declaration must be returned to Gramayre Friesian Horse Stud prior to a service certificate being issued.

**(O) Signatures**

The mare owner's signature on this contract certifies that he/she has read and fully understands all of the terms and conditions outlined herein and accepts this contract as a legal and binding instrument on behalf of the owner, owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties.

No other agreements whether verbal or implied, are included. This contract may not be transferred or assigned. State laws of Victoria within Australia are binding and apply in regards to this contract.

..... Date.....  
Signature of Mare Owner / Agent

..... Date.....  
Signature of Stallion Breeder

**Mare Owners details**

Owner/agent:.....

Address:..... P'CODE.....

Ph:..... Mobile:.....

**Signed copies of Contract/fee's to be returned to Gramayre Friesian Horse Stud  
180 Fords Outlet Birregurra Vic 3242.**

**Payment may be made by in either of two methods,**

Cash or Direct deposit: **BSB:** 704230

**Account:** 100042502

**FOR OFFICE USE ONLY**

**Registration papers sited: Yes / No**

**Current EHV, Tetanus and Strangles vaccination certificate, sited: Yes / No**

**Veterinary certificate issued by:** \_\_\_\_\_

**Phone No:** \_\_\_\_\_ **Date of issue:** \_\_\_\_\_

**Preferred Veterinarian:** \_\_\_\_\_

**Further information (to assist Studmaster)** \_\_\_\_\_