

# BARRAGUNDA GOLDMAN

ASH: C2- 243684

AQHA: A1-12118

## 2024/25 STALLION SERVICE AGREEMENT

This agreement is made and entered into this \_\_\_\_\_ (day) of \_\_\_\_\_ (month), \_\_\_\_\_ (year).

**BETWEEN James Robert Keyte** of 'Binda', Stewarts Brook Road, Woolooma NSW 2337 ('the Stallion Owner'); **AND**

Mare Owner: \_\_\_\_\_ AQHA/ASHS Member No: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

### RECITALS

A. The Stallion Owner is the owner of the stallion BARRAGUNDA GOLDMAN ('the Stallion'). All Stallion semen remains the ownership of the Stallion Owner and may not be collected, stored, distributed, or sold by any other party.

B. The Mare Owner hereby agrees to breed their mare \_\_\_\_\_ ('the Mare')

Reg No. \_\_\_\_\_ to BARRAGUNDA GOLDMAN (the Stallion) on the terms set out in this agreement.

### OPERATIVE PROVISIONS

#### 1. Service Fee

1.1. **The service fee agreed upon shall be \$2,400.00 inc GST including a \$550 non-refundable booking fee. Balance payment due upon a positive pregnancy test.** Preferred method of payment EFT: Acc Name: B.A & J.R Keyte BSB: 062 799 Account: 1201 7594

1.2. A service certificate will not be issued until the service fee has been paid in full. One breeding certificate will be issued either ASH or AQHA dependent on the mare's breed registration. A copy of the mare's registration papers must accompany this agreement. One breeding certificate to be requested by the mare owner and will be issued either ASH or AQHA dependent on the mare's breed registration. A copy of the mare's registration papers must accompany this agreement.

1.3. In addition to the service fee, the Mare Owner shall also be liable to pay any additional costs that may arise as a result of the Mare being on the property, including but not limited to agistment fees, horse feed or arising as a result of any necessary treatment, examination or procedure that may administered or required. When requesting shipped semen, the Stallion owner will not be responsible for any semen lost in transit.

1.4. When attempting embryo transfer, if multiple eggs are flushed, any additional embryo/foals will be invoiced to the mare owner on a positive pregnancy test.

#### 2. Live Foal Guarantee

2.1. If the Mare fails to produce a live foal that can stand and suckle within 24 hours of foaling the Mare Owner shall be entitled to a return breeding to the Stallion for the following season. A certificate by a qualified veterinary surgeon identifying the Mare and certifying her failure to produce a live foal must accompany any claim for a re-breed service and must be made within 14 days of the due foaling date or birth of the foal. However, following three service attempts and in consultation with the mare owner, vet, and stallion owner, a change of mare may be requested by the stallion owner with no additional service fee charges payable by the mare owner.

2.2. The Live Foal Guarantee (LFG) shall not apply if:

(a) In the opinion of a qualified veterinary, the Mare Owner is negligent in the management or provision of management for the Mare during her pregnancy and/or at the time of foaling, which could contribute to the death of the foal.

(b) The LFG becomes null & void if the mare returns to competition/work after a positive pregnancy test.

2.3. Rebreeding charges may be applicable upon exercise of any free service pursuant to the LFG as per clause 1.3

#### 3. Service

3.1. The Stallion shall stand at 'Binda', Woolooma New South Wales ('the property') for live cover. It shall be the responsibility of the Mare Owner to transport the Mare, at his/her own cost, to the property and from the property, immediately following service.

3.2. For live cover, the mare must be halter broke and able to be hobbled.

3.3. The Stallion Owner reserves the right to refuse service of the Mare at his discretion and in that event the service fee paid by the Mare Owner shall be refundable.

3.4. The Stallion Owner also reserves the right to require the Mare Owner, prior to service, to provide any certificate or swab reasonably required by the Stallion Owner evidencing that the Mare is in healthy breeding condition and free of any transmissible disease.

#### 4. Shipped Semen

4.1 Shipped semen fees are to be paid by the mare owner prior to dispatch. Diligent effort must be made to get the mare pregnant.

#### 5. No Representation or Warranty

5.1. The Stallion Owner makes no representation or warranty as to the fertility of the Stallion including but not limited to its ability to breed or its ability to cause the Mare to become impregnated.

5.2. The Stallion Owner makes no warranty that any progeny resulting from the service shall be eligible for registration or registration in any particular class of any breed society and the Mare Owner shall make all necessary enquires in satisfy his/herself in this regard.

5.3. In the event the Stallion should die or become unfit for service then this agreement shall be null and void and any service fee paid will be refunded.

6. **Own Risk:** The Mare Owner brings the Mare to the property and to the Stallion at the risk of the Mare Owner and shall make no claim against the Stallion Owner for any injury, illness or misadventure that may befall the Mare or any other loss, claim or damage that may be incurred by the Mare Owner arising directly or indirectly therefrom.

7. **Governing Law:** The law of New South Wales governs this agreement. This contract is not transferrable or assignable.

**SIGNED** as an agreement.

Mare Owner: .....

Stallion Owner: .....

Please mark an X in the service required:

Live Cover       Chilled Semen       Frozen Semen