

# ALABAR (NZ) Ltd

## 2009/10 CONTRACT FOR STALLION SERVICE®

Name  
Address

Hm Ph  
Wk Ph  
Fax  
Mob  
Email

Postcode

Customer Number

Please enter your booking/s below, check that your contact details are correct, then sign and return this contract to us. We will then sign it and return a copy to you confirming your booking/s.

### Bookings

Mare	Stallion	To be bred at	Service Fee(+ GST)

**Bookings are not confirmed until this contract has been signed by both parties.  
If there are any changes to your bookings please let us know straight away.**

Discount Structure: 10% for 2 or 3, 15% for 4, 20% for 5 or more. Discounts apply to any combination of service fees payable to Alabar sires except: Maximum of 10% allowed on Art Major and Jereme's Jet. Discounts only apply for mares under common ownership and are dependant on payment 30 days from invoice.

Working Fees: The service fee shown relates to the provision of semen only. Working fees are not included in the service fee shown. (This also applies to mares served at Alabar NZ where a farm working fee will be charged in addition to the service fee).

### Notes

The terms and conditions given overleaf apply to this contract. When the mare owner(s) or authorised agent and Alabar (NZ) Ltd have signed this contract it will then be binding on both parties subject to the terms and conditions given overleaf.

In signing this contract I certify that I am the sole owner of the mare, or have authority to enter into this contract on behalf of the owner(s). I accept the terms and conditions given overleaf, and take full responsibility for the service fee.

Signed by Owner or Authorised Agent: \_\_\_\_\_ Date: \_\_\_\_\_

Signed by Alabar (NZ) Ltd: \_\_\_\_\_ Date: \_\_\_\_\_

**Alabar (NZ) Ltd will confirm receipt and approval of your booking contract via post**

### SEMEN COLLECTION DAYS

NEW ZEALAND	AUSTRALIA
Every second day commencing 21 <sup>st</sup> September. Orders must arrive by fax no later than 6pm the day prior to collection.	Monday, Wednesday & Friday commencing 2 <sup>nd</sup> October. Orders must arrive by fax no later than 9am the day of collection. Semen will arrive in NZ on Tuesday, Thursday and Saturday mornings.

**GENERAL TERMS & CONDITIONS APPLICABLE TO MARES INSEMINATED BY SEMEN SUPPLIED BY ALABAR (NZ) LTD**  
**(NEW ZEALAND 2009)**

- The service fee is invoiced on a positive final pregnancy test (35-45 days from service) unless stated otherwise.
- This contract shall not be assigned nor transferred, and in the event said mare is sold or consigned for sale, the service fee, if unpaid, shall immediately become due and payable.
- **Live Foal Guarantee (LFG) conditions** If the mare fails to produce a live foal that can stand and suckle, the owner shall be entitled to a Free Service to the same Stallion or another Stallion mutually agreed for the following season. If the mare again fails to produce a live foal the same conditions will apply. A certificate by a qualified Veterinary Surgeon, which identifies the mare and certifies her failure to produce a live foal must accompany all claims. Claims must be notified to Alabar (NZ) Ltd within 14 days of her due foaling date or the birth of the foal.
- **The LFG will not apply if** The service fee is not paid in full within 30 days of the invoice date, and/or, if in the opinion of a qualified veterinarian, the mare's owner is negligent in the management or provision of such management for the mare during her term of pregnancy and/or at the time of foaling, which could contribute to the death of the foal.
- If the stallion shall in any way become unfit for service before servicing the mare, or if the mare should die or otherwise become unfit to be serviced supported by a veterinarian certificate, this contract is and shall be null and void. The Mare owner shall immediately notify the farm in writing if the mare dies or otherwise becomes unfit to be bred.
- Neither Alabar (NZ) Ltd, the Syndicate Manager nor the owners of the stallion make any representation regarding the stallion's fertility, including but not limited to its ability to breed or its ability to cause a mare to become impregnated.
- Alabar terms of payment are 30 days of being invoiced. Interest will be charged at 1% (or \$20, whichever is greater) per month on all accounts outside these trading terms.
- If accounts are not paid within 30 days of invoice, the outstanding account may be forwarded to a Debt Collection Agency for recovery of the outstanding monies. Collection costs will be added to the account. LFG will not apply if payment is not made within these terms.
- All prices in this document exclude G.S.T.
- This contract contains the full and complete Terms & Conditions of the agreement between the parties and supersedes any prior dated contract.
- The service fee relates to the provision of semen only. All other costs incurred at the property where the mare is served shall be the responsibility of the broodmare owner and will be invoiced by the stud concerned; this includes working fees, stud veterinary fees and agistment costs.
- The breeder hereby acknowledges that it is their responsibility to understand and agree to these Terms & Conditions of service.
- The onus is on the breeder to become familiar with the chosen stud's charges and Terms & Conditions that do not form part of this contract.
- For mares served via transported semen the owner agrees to notify the stud whether or not a pregnancy has resulted 14-18 days after the date of that service. The Owner will be invoiced on 45 days if Alabar (NZ) Ltd is not otherwise notified of a result.
- **The person who signs the contract is wholly responsible for all charges.**
- Alabar (NZ) Ltd accepts no responsibility for any defects detected in the semen that have occurred after the semen has left the premises.
- Alabar (NZ) Ltd shall not be responsible for tampering with semen shipping containers or their contents once they have left the property.

**CONDITIONS APPLICABLE TO MARES AGISTED AT ALABAR (NZ) LTD**

- The service fee relates to the provision of semen only. All other costs shall be the responsibility of the broodmare owner. Alabar NZ Ltd will invoice the broodmare owner a working fee for each mare obtaining a final positive test (except for agreed free return services under the LFG).
- **Working Fee** \$500 for mares bred to Alabar stallions. \$650 for mares bred to non-Alabar stallions. The Working Fee is payable per season per in foal mare, and covers all mare/stallion/semen handling in relation to the breeding.
- **Agistment Rate (per day)** Dry Mare \$4.75. Wet Mare (mare with foal) \$5.75. Weanling \$14. Yearling \$16.
- **Foaling Supervision** To cover nightwatch expenses \$275 will be charged to supervise foaling.
- **Vet Contract** \$340 for fresh/chilled semen. \$750 for frozen semen. The Vet Contract is payable per season per mare, and includes all ultrasound scanning for stage of cycle and pregnancy, pre-breeding examination and insemination. Veterinary attention to injuries or illness and necessary drugs and treatments are additional and will be invoiced separately to owners.
- Alabar (NZ) Ltd and the Studmaster shall not be liable, nor responsible in any manner for any disease, accident or injury to the mare or its foal, and the mare owner acknowledges that the animals will be on Alabar (NZ) Ltd's premises and in the care of the Studmaster entirely at the owner's risk. The mare owner agrees that Alabar (NZ) Ltd shall be entitled to retain possession of the mare and any progeny thereof until all monies due to Alabar (NZ) Ltd pursuant to this Agreement to the date of departure of the mare from the stud (including any interest due thereon as hereinafter provided) shall be paid to Alabar (NZ) Ltd.
- It is an express condition of this Agreement to agist and/or inseminate the mare that Alabar (NZ) Ltd is granted a lien over the mare and any progeny in respect of any monies due to Alabar (NZ) Ltd pursuant to this Agreement and that Alabar (NZ) Ltd shall have the power to sell the mare and/or progeny over which such lien is taken to recover such monies including any interest thereon and for the purpose of exercising the power of sale the mare owner hereby irrevocably appoints Alabar (NZ) Ltd as its attorney to do all acts and this including exercising the power to sell the mare and/or progeny to recover the monies together with all costs and expenses incurred by Alabar (NZ) Ltd in exercising the power of sale arising from the default of the mare owner pursuant to this Agreement (including any legal costs on a solicitor and client basis).
- In the event of the mare departing the stud prior to being pregnancy tested the mare will be treated as in foal from the date of last service and the service fee invoiced as per a positive test except in the case where a negative pregnancy Veterinary Certificate is supplied.