

NSJ WELSH PONIES



Photo Lorelle Mercer (Sydney Royal 2008)

Welsh Ponies & Part Welsh
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BREEDING CONTRACT 2012-2013 Season ***Transported Chilled Semen***

BAMBOROUGH PARAMOUNT – Welsh B, App RP, ASP, APSB, Palomino

This Agreement made between: _____ herein known as ‘the breeder’ and Nicolette Jones-Ryan known as ‘the stallion owner’. It is hereby agreed as follows:

1. The breeder agrees to pay the service fee of \$990 per mare. Of that amount a \$250 non-refundable booking fee shall be due with this contract. The unpaid balance is due within 14 days of receipt of a 45 day positive pregnancy test. An early pregnancy test shall be performed within 20 days of insemination. A 45 day pregnancy test shall be performed within 52 days of insemination.

2. The breeder is guaranteed one live foal (or natural twins resulting from the one mare); if the mare proves to be barren, aborts her foal or if the foal is still born the breeder has the right to return the mare during the current or next season only. A live foal is defined as a new born foal that will stand and nurse unassisted and survive for two days with death occurring by natural causes. A Veterinary Certificate must be supplied should a Return Service be required. Should the mare die or be unsuitable for re-breeding a substitute mare will be accepted for the same or following season. A handling fee of \$250 plus veterinary fees will be charged for the returning mare or her substitute. If no other mare is available, the service fee (less booking fee) will be refunded to the breeder and the parties to this agreement will be released from any further rights, obligations and liabilities. Should the stallion die or otherwise be unavailable for use if a Return Service is required, the breeder shall have the option to use any other stallion the stallion owner has available either in the current or following stud season.

3. All Veterinary expenses will be borne by the breeder. The Veterinarian will send the account directly to the breeder. The breeder is responsible for the payment of all collection and transport costs associated with obtaining the chilled semen for first and subsequent shipments. Semen will be collected by Andrew Argyle of Wollondilly Equine Clinic, Oakdale NSW. It is understood that any courier used by the stallion owner or Andrew Argyle of Wollondilly Equine Clinic to transport semen is not an agent for the stallion owner. It is agreed that neither the stallion owner nor Andrew Argyle, Wollondilly Equine Clinic shall be held responsible for any delay or default by the courier.

Initials of breeder _____

4. The stallion owner will issue service certificates for the foal conceived by this mating after all service and related fees have been paid to the stallion owner and the Veterinary Surgeon. The stallion owner will lodge stallion returns and other required documentation to facilitate registration of the foal resulting from this service.

5. All mares to be inseminated must be in good general health and be clear of any uterine infections.

6. The breeder shall advise the stallion owner immediately when the mare comes into season and give **24-48 hours** notice for possible shipment of semen. No liability will be taken if circumstances to collect and ship semen do not permit on the day requested by the breeder. The breeder shall ensure that the person inseminating the mare is qualified and competent to handle the semen and perform the insemination.

7. Semen is to be used in the named mare only unless a substitute mare is agreed to by the stallion owner. Any misuse of the shipped semen will render the breeder's rights under this contract null and void. The stallion owner may retain any fees paid as liquidated damages.

8. If the breeder does not proceed with the booking, the booking fee of \$250 will be retained by the stallion owner unless the mare which was booked in has died (Veterinary Certificate required). Should the stallion die or become unavailable for service before the mare has been served the booking fee will be refunded to the breeder.

I have read and fully understand and agree to abide by the terms and conditions of this contract.

Name of Breeder _____

Address _____

Signature _____

Phone Number(s) _____

Email address _____

I hereby request a reservation for:

Name of Mare _____

Registrations (number & society) _____

Estimated date of service _____

To be inseminated by (name of stallion) **Bamborough Paramount**

Please initial each page and return signed contract, copy of mares registration papers, together with \$250 booking fee per mare to Nicolette Jones-Ryan, NSJ Welsh Ponies and Training Centre, 110 Bargo Road, Bargo NSW 2574.

Initials of breeder _____