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2023/24 Stallion Service Agreement Llowalong Farms NEW ZEALAND

Raging Bull (RB) \$3000 ex gst**	King Of The North \$7650 ex gst	Soho Tribeca (ST) \$3000 ex gst **	Mel Mara \$2000 ex gst
Pastor Stephen (PS) \$4500 ex gst**	Poster Boy (PB) \$4700 ex gst**	Helpisontheway (FROZEN) \$5000 ex gst	

**** Eligible for Llowalong Farms \$100,000 AUD Stallion Bonus****
ALL STALLIONS PAYABLE ON 42 DAY POSITIVE PREG TEST
Note – all pricing is ex gst (NZD)

Name of Breeder:	
Billing Address:	
Phone:	Mobile:
Email:	

MARE NAME	STALLION	FEE (ex gst)
SEMEN BASE DETAILS		
Farm/Semen Base:	Location:	
Name of Inseminator:	Phone:	

◆ In signing this contract, the breeder certifies that they are the owner of the mare or have the authority to enter into this contract on behalf of the owner and accept all terms and conditions taking full responsibility for all fees and charges incurred.

◆ **A signed service agreement must be received by Llowalong Farms before semen is sent.**

Signed: _____ Date: _____

Owner or Authorised person responsible for service fee

Signed: _____ Date: _____

Approved by Llowalong Farms

Date Agreement sent: _____ Date Signed Agreement Received _____

LLOWALONG FARMS STALLION SERVICE AGREEMENT 2023/24 NEW ZEALAND

TERMS AND CONDITIONS

- 1.** The owner/lessee agrees to pay Llowalong Farms the service fee payable on a 42-day positive pregnancy test unless advised otherwise. **The service fee is to be paid within 30 days** from the date that Llowalong Farms issues the owner/lessee with a tax invoice. The service certificate WILL NOT be issued until the account is paid in full.
- 2.** This agreement and any charges hereunder shall not be assigned nor transferred and in the event the said mare is sold or consigned for sale, the service fee, if unpaid, shall immediately become due and payable.
- 3.** Live Foal Guarantee (LFG) conditions:
 - A return service will be provided if the mare proves not to be in foal, or slips a foal, or has a dead foal, or the foal dies within 7 days of foaling provided that Llowalong Farms are notified by phone, time being of the essence at the time of death and confirmed in writing within 14 days of the foal's death and such notifications are accompanied by a veterinary certificate. Frozen semen stallions – a cash refund of the paid service fee in lieu of a free return service will be paid to breeder should the above mare fail to have a live foal under the terms of this agreement. Free returns are not available for any Llowalong Farms frozen semen stallion under this agreement.
 - A return service will be provided only if the service fee and all associated costs was paid within 30 days of the invoice date.
 - A return service must be used in the next year following the year of service. Alternatively, Llowalong Farms has the sole right to refund to the breeder the original service fee paid less any expenses including semen transport. Provision of the return service is deemed to be complete once the mare has a 42-day positive test unless otherwise agreed by Llowalong Farms.
- 4.** The LFG is null and void if:
 - The service fee and all associated costs has not paid within 30 days of the invoice date.
 - A return service will not apply if the breeder is negligent in the management or provisions of such management for the mare.
 - If in the opinion of a qualified veterinarian, the mare's owner/lessee is negligent in the management or provision of such management of the mare during her pregnancy and or at the time of foaling which could contribute the death of either mare or foal.
- 5.** Llowalong Farms has the right to refuse service to any mare it deems unfit for breeding. Mare owners agree that mares bred under this agreement shall be healthy and in sound breeding condition.
- 6.** Embryo Transfers must be pre-approved by Llowalong Farms in writing.
- 7.** It is the responsibility of the mare owner to notify Llowalong Farms in writing if the mare dies or is unfit to be bred prior to or during the breeding season. Should the stallion become unfit for service for any reason during the current breeding season the agreement shall be considered null and void.
- 8.** Neither Llowalong Farms nor the owners of the stallion, make any representations as to the stallions' fertility, including but not limited to its ability to cause a mare to become pregnant.
- 9.** The owner of the mare agrees that no claim will be made against Llowalong Farms for any loss or damage which the owner may suffer arising from the death or injury to the mare named herein as a result of breeding under this Agreement.
- 10.** Semen will not be provided until a signed and completed Stallion Service Agreement has been received and approved by Llowalong Farms.
- 11.** The service fee relates to the provision of semen only. All other costs including scanning, insemination, vet fees, agistment, working fees etc incurred at the destination of the semen or where the mare is served (including mares located at Llowalong Farms, VIC, AUS), are the obligation of the mare owner or lessee and do not form part of this agreement.
- 12.** Any discount offered will be forfeited if payment is not made within our trading terms and the full-service fee will be charged.
- 13.** An overdue account service charge of \$20.00 per month ex gst (NZD) will apply on all accounts outside of Llowalong Farms trading terms.
- 14.** Llowalong Farms, their agent, or any other service provider shall be entitled to a lien over the mare and/or its progeny in respect to any fee outstanding and shall have the power to sell the mare and/or its progeny to recover an outstanding debt.
- 15.** Llowalong Farms reserves the right to limit the provision of semen to a maximum of two shipments per cycle and to a maximum of 3 cycles per season per mare. Llowalong Farms reserves the right to supply semen to approved destinations only within stallion collection days being Monday, Wednesday, and Friday.
- 16.** Llowalong Farms reserves the right to limit the provision of frozen semen to one dose per cycle. Llowalong Farms agrees to provide a minimum of four straws per dose per cycle for a maximum of two cycles per season per mare. Llowalong Farms reserves the right to supply frozen semen for approved mares and destinations only.
- 17.** Semen transport containers and or their contents that have been tampered with or defects detected in the semen that may have occurred after leaving the premises of Llowalong Farms are not the responsibility of Llowalong Farms.
- 18.** For mares served via transported semen the owner/lessee agrees to notify Llowalong Farms the pregnancy results commencing 15-20 days after the date of service and 42-day final test. The breeder will be invoiced after 42 days if not otherwise notified of the result.
- 19.** Frozen Semen cannot be utilized by any party prior to September 1, 2023 without written consent from Llowalong Farms.
- 20.** All frozen semen straws provided to mare owner(s) and/or their agent(s) under this agreement shall always remain the property of Llowalong Farms prior to insemination use. Unused frozen semen straws also remain the property of Llowalong Farms and may not be retained by mare owner(s) and/or their agent(s).
- 21.** Llowalong Farms reserves the right to forward any outstanding accounts to the appropriate Harness Racing Authority or to a debt collection agency in the event that accounts are not paid within accordance of this agreement. The breeder shall not be entitled to register the foal with the relative authority until payment of all monies owed in this contract.