

# STALLION BREEDING CONTRACT

# 2020/2021 Breeding Season

Dynamik Stallions ABN 73 739 851 734

# **NUMERUS CLAUSUS**

Chestnut Imported German Riding Pony - DOB 27th April, 2014
Height: 154cm - 15.0 5/8 hh without shoes

GERMANY - Premium Licensed Hessen - DE 276463630001314 Approved for Westphalia and Weser Ems

AUSTRALIA - Registered with the Australian Sports Pony Registry Inc Reg No 10475

ACE Group Reg No. 03600113270272285

Welsh Pony & Cob Society Reg No PWS 2530

Arabian Horse Society of Australia Reg. No PS25382

This contract is for the provision of chilled semen from **Numerus Clausus** ("the stallion") and is made between the individual or entity named in the schedule (hereinafter referred to as "**the mare owner**") and **Dynamik Stallions** (**trading as Dynamik Stallions**) of Lot 13 Dairy Link Mardella WA 6125 (hereinafter also referred as "**the stud**" and "**Dynamik Stallions**")

Under this agreement chilled semen from the stallion will be provided for insemination into the animal named and referred to in the Schedule, (hereinafter referred to as "the mare") at the agreed fee and upon the following terms and conditions as set out below.

# Section 1 - Collection of Semen:

Semen will only be provided after the service fee, collection fee and transport fees have been paid in full and this stallion contract has been signed and received by Dynamik Stallions.

Service Fees are non-refundable and non-transferable; they cannot be sold to another party.

Transportation and collection costs for the semen are payable by the mare owner, within 7 days of receiving an account by the Stud, where these fees have not been invoiced prior to collection.

All the Dynamik Stallions have very good fertility and motility and their semen travels well chilled. Dynamik Stallions accepts no responsibility for delays in freight to the mare owners identified location once the semen has left the stallion owners collection point.

Any claims in relation to the quality and motility of the semen must be made to Dynamik Stallions or Baldivis Veterinary Hospital by the Vet or Al Technician who performs the insemination either immediately prior to or within 60 minutes of insemination.

Baldivis Veterinary Hospital act on behalf of Dynamik Stallions to collect and package the semen from the Dynamik stallions, a form stating the fertility and motility of the semen will be provided at the time of packaging the semenf or transport. Baldivis Veterinary Hospital retain a sample of semen that can be tested and compared to the sample provided and if there have been problems caused by the transport of the semen, can arrange to send another sample if this is found to be the case.

Semen will only be provided for a Veterinary Surgery or Al Technician to perform the insemination.

## Section 2 - Conditions and Live Foal Guarantee:

- Dynamik Stallions will provide up to two collections for a paid service fee (\$1,870).
- If a mare does not achieve a pregnancy with the two collections provided with the paid service fee, two additional collections can be provided. An additional handling fee must be paid per collection at a rate of \$330 including GST per additional collection.
- A breeding client is allowed a maximum of two (2) additional collections. This makes a total of four (4) allowed collections per signed Breeding Contract.
- A Live Foal Guarantee is valid up to 48 hours after the foal is born.
- A substitute mare, owned or leased by the breeder may be permissible with the approval and consent of Dynamik Stallions.
- The substitute mare can be used for any of the remaining allowed collections of four (4) in total if the original mare proves to be a difficult breeder.
- A new contract must be forwarded to Dynamik Stallions with the substitute mare's details for the purpose of record keeping and service certificates.
- The mare owner must have the mare scanned before 18 days after insemination to check for twins and pregnancy status otherwise the LFG is NOT valid.
- A further scan between 40 and 60 days is also recommended.

# Section 3 -Stallion Service Certificate:

A Stallion Service Certificate will be completed and provided to the mare owner within 60 days of the stallion owner receiving full payment of the service fee and any other monies outstanding, or receiving written advice from the mare owner that the mare is pregnant past 40 days, which ever occurs later.

The laws of Western Australia apply to this agreement and the parties submit unconditionally to the non-exclusive jurisdiction of the courts and tribunals of Western Australia in respect of any problem, dispute or claim between them. The mare owner must pay penalty interest under the appropriate Act on all money due and payable from the date it becomes due.

All amounts referred to in this agreement are inclusive of GST.

This agreement incorporates the mare's marking and information sheet which must fully and accurately record the mare's brands, markings and details, and be returned to Dynamik Stallions at the same time as this document and prior to a collection of semen being undertaken.

### Section 4 – Death or Injury to the Stallion Numerus Clausus

In the event of the death or injury of the stallion "Numerus Clausus" which renders him unable to breed, then the service may be granted with frozen doses of semen. The service may be transferred to another stallion owned and standing at public stud at Dynamik Stallions. To be negotiated between the mare and stallion owner.

#### **BREEDING TO STALLION** named **Numerus Clausus**

# **Mare Owners Details** Name : \_\_\_\_\_ Postal Address : Email Address : Phone No. \_\_\_\_\_ Mobile No. \_\_\_\_ **Veterinarian or AI Technician Details** Name of Veterinarian : \_\_\_\_\_ Name of Vet Hospital: Address of Vet Hospital: Contact Phone No. of Vet Hospital: Email Address of Vet Hospital : \_\_\_\_\_ Name of person collecting semen from airport : Contact phone no. of person collecting semen from airport : **Mares Breeding History Record** Mares last breeding year: Last service date: ..... How has the Mare been bred in the past: □ Natural Service ☐ Artificial Insemination on stud ☐ Artificial Insemination with Chilled Transported Semen ☐ Artificially Insemination with Frozen Semen Mare Identification Name of Mare : Sire : \_\_\_\_\_\_Dam : \_\_\_\_\_ Dam Sire : \_\_\_\_\_ Height: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Colour: \_\_\_\_ Markings: Brands - NS\_\_\_\_\_\_ OS \_\_\_\_\_ Microchip No. : Breed and details of Mares Registration if applicable. Please state registration number for breed society. Stud Book registered with: Reg. No.: Stud Book registered with : \_\_\_\_\_ Reg. No. : \_\_\_ Stud Book registered with: \_\_\_\_\_\_Reg. No.: I/We, the mare owner/s have read and understood the conditions of this Breeding Contract from Pages 1 and 2. Upon signing this contract I/we understand that I/We are entitled to a Live Foal Guarantee if the mare achieves a pregnancy in the current breeding season only. X ..... X ..... Mare Owner Signature for and on behalf of Dynamik Stallions Signature Date:.... Date:....

# GENERAL INFORMATION AND SCHEDULE OF FEES FOR DYNAMIK STALLIONS

# FOR THE 2020/2021 BREEDING SEASON

Chilled Service fee per stallion for up to two collections per stallion - \$1,540 inc GST (TOP DER DA and TRUSSARDI D) - \$1,870 inc GST (NUMERUS CLAUSUS) - \$1,980 inc GST (GOLDEN WEST NRW)

Two additional collections are available if the mare is providing to be a difficult breeder. They incur a handling fee of \$330 inc GST per additional collection. (NB: A total of four (4) collections is allowed in total per breeding contract.)

Transport fee by road to Perth Airport and then to any airport around Australia \$150 inclusive of GST.

Please ensure that you read this Breeding Contract before signing so that you are aware of all the terms and conditions.

### **Interstate Clients**

- Collection and Packing Fee for Semen ready for transport \$275 inclusive of GST
- Road transport of semen to Perth Airport and then transported with Qantas Freight Q Go-Fresh Service on a direct flight to any capital city airport or can be on forwarded to most regional airports \$150 inclusive of GST. Qantas Q Go-Fresh service keep the package in a temperature controlled environment and the package is labeled as Fresh Perishable to ensure a timely arrival at the destination airport.
- The Dynamik Stallions are collected late in the afternoon, the day before your mare requires insemination and will be available early in the morning of the day that your mare requires the semen.
- In the case where you require the semen to be transported direct to your Veterinary Practice, the mare owner will have to provide their own courier or check if the breeding Veterinary has their own service for airport pick-ups.

## WA Clients breeding at Baldivis Veterinary Hospital

- All of the Dynamik Stallions are collected at Baldivis Veterinary Hospital. If you wish to have your mare bred
  at the Baldivis Veterinary Hospital, please contact an equine nurse for information and charges related to
  breeding.
- For WA clients who wish to breed at their own breeding vet, this can be arranged with the semen chilled and packaged ready for you on the day that you require it.

### **General Information**

Dynamik Stallions recommends that mare owners have a scan at their Breeding Vet prior to purchasing a service to assess their mare's breeding soundness.

When this completed and signed Breeding Contract has been received by Dynamik Stallions, an invoice will be generated and emailed to the breeding client with payment details.

Semen will only be provided after this completed and signed Breeding Contract, the service fee, collection fee and transport fees have been received and paid in full.

All the Dynamik Stallions standing at public stud have very good motility and fertility and the semen from all of our stallions has very good progressive motility for chilled transport.

Chilled Service Fees are non-refundable and non-transferable; they cannot be sold to another party.

Chilled Service Fees carry a Live Foal Guarantee which is valid for 48 hours after the foal is born.

# **Payment Options**

Please scan and email your completed and signed Breeding Contract to Dynamik Stallions. We will then send you an invoice with the EFT details or Paypal if requested.