CATHERSTON STUD

FROZEN SEMEN BREEDING CONTRACT



This Agreement is made by and between Catherston Stud and

(hereinafter referred to as the "Mare Owner") for the breeding of the Mare described in Schedule One to this Contract to the Stallion ______ (hereinafter referred to as the "Stallion"). Breeding shall be carried out using Frozen Semen and this contract applies to the purchase of **One Breeding** during the 20..... breeding season.

TERMS AND CONDITIONS

This contract is non-transferable. In consideration of the mutual covenants contained herein and for valuable consideration, the parties agree as follows:

- 1. The Mare Owner understands that an examination of breeding soundness must be performed on the Mare and results reported to Catherston Stud prior to breeding with Frozen Semen, such examination to be carried out by a licensed Veterinary Surgeon and include a uterine culture.
- 2. The Mare Owner understands that the "Certificate of Insemination" and "Certificate of Pregnancy Diagnosis" must be returned to Catherston Stud in order to receive a Breeding/Covering Certificate for foal registration purposes or the release of another dose.
- 3. The Stud Fee (breeding fee) as detailed in Schedule One to this Contract is payable by the Mare Owner in advance for the purpose of no more than **three(3)** insemination doses to be used in the breeding of **one (1)** live foal.
- 4. The Mare Owner is responsible for payment to the Storage Agent of all local transportation and flask hire fees.
- 5. Should the mare not become pregnant with the first insemination, a further two doses may be sent out individually. Semen is transported one (1) dose at a time as once semen has left the Storage Agent it cannot be returned to them.
- 6. There is no live foal guarantee.
- 7. In the event that a viable pregnancy and / or live foal is not achieved, there shall be **no refund** of any fees to the Mare Owner.
- 8. In the event that the Mare produces live twins, the Mare Owner shall pay to Catherston Stud an additional Stud Fee as set out in Schedule One to this Contract.

SHIPPING AND HANDLING

- 9. The Frozen Semen shall be shipped in a liquid Nitrogen "Vapour Shipper" at the Mare Owner's expense.
- 10. WKS, on behalf of Catherston Stud, will ship the Frozen Semen in a viable condition from the UK to the Storage Agent.

- 11. The Storage Agent shall be liable for storing, packing and shipping the Frozen Semen in a viable condition to the Mare Owner.
- 12. Catherston Stud holds no responsibility for shipping errors, misrouting or mistreatment of the Vapour Shipper by the Storage Agent or the local shipping company.
- 13. All transportation and insurance costs for the Frozen Semen and Vapour Shipper shall be the responsibility of the Mare Owner.
- 14. The Mare Owner is responsible for payment to the Storage Agent of all transportation and Vapour Shipper hire fees prior to shipment of the Frozen Semen. No semen shall be shipped until all fees have been paid. The Storage Agent's standard terms and charges are available upon request.
- 15. The Vapour Shipper shall be sealed with a plastic tie wrap. On arrival of the Vapour Shipper, it is the Mare Owner's responsibility to ensure that this tie wrap has not been broken and that the container is frosty when first opened to transfer the Frozen Semen out of the Vapour Shipper. If the shipment did not arrive sealed and cold, the Mare Owner must file a report of damaged shipment with the Storage Agent and courier company within 24 hours of shipment receipt. It is the responsibility of the Mare Owner to file this report with the Storage Agent and courier company. Catherston Stud and the Storage Agent are not responsible for damage howsoever caused to the Frozen Semen once it has left the Storage Agent's premises.
- 16. The use and management of the Frozen Semen is the sole responsibility of the Mare Owner and his/her Veterinary Surgeon. It is the responsibility of the Mare Owner to procure liquid nitrogen storage (short term or long term) of the Frozen Semen. The Frozen Semen must be transferred immediately from the Vapour Shipper into a viable liquid nitrogen Storage Tank and the Vapour Shipper returned to the Storage Agent.
- 17. The Mare Owner understands that failure to transfer the Frozen Semen within 24 hours of receipt may jeopardise the viability and quality of the Frozen Semen and shall void this Contract. The Mare Owner further understands that the Frozen Semen must be transferred very quickly from the Vapour Shipper to the Storage Tank.
- 18. Catherston Stud assumes no responsibility for any loss or damage incurred to the Mare. The Mare Owner assumes all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare whether by death, disease, injury, infection or other cause. The Mare Owner further agrees to indemnify and hold harmless the Stallion Owner for any and all damages and /or liability.
- 19. This Contract follows the Mare as detailed above and in Schedule One to this Contract and may not be transferred to another Mare or Mare Owner without the prior written agreement of Catherston Stud and if wanting to do Embryo Transfer please use the specific Embryo Transfer Contract for using Catherston Stud Stallions..

Stud (Breeding) Fees for 2020 / 2021 Breeding Season

Timolin BWBS / SHB(GB) / AES £1,100 Catherston Springsteen SHB(GB) £500 Tiger Attack SHB(GB) / NPS / IHR £800 Catherston Liberator SHB(GB) £500 Catherston Dazzler SHB(GB)£600Littledale Bright Star - Pony£360Dutch Gold - BWBS / SHB(GB)£600Opposition Bombshell - GB only £600

Catherston Stud Supplementary Information

Contact Details	Croft Farm, Over Wallop, Stockbridge, Hampshire SO20 8HX, UK
Stud Manager:	Mrs Anne Dicker
Telephone:	+44 (0)1264 782716
Mobile No:	+44 (0)7771 823985
Email:	enquiries@catherstonstud.com

The Mare Owner and Catherston Stud agree that the terms and conditions set out in this Contract shall form the entire Contract between the Parties.

This Contract shall be interpreted and governed by the laws of the United Kingdom. Any dispute under this Contract shall be subject to arbitration via the International Court of Arbitration.

Bank Details Account Name: Bank Name: Bank Location: Sort Code: Account No: IBAN: Swift/BIC:	Catherston Stud Barclays Bank 5 High Street, Andover, Hampshire SP10 1LN 20-02-25 73450236 GB59 BARC 2002 2573 4502 36 BARCGB22
For Tiger Attack on	ly £800 GB£
Account Name:	Mr William Moran
Bank Name:	Barclays Bank
Bank Location:	6 Market Place, Durham, DH1 3NB
Sort Code:	20-27-41
Account No:	90165115
IBAN:	GB77 BUKB 2027 4190 1651 15
Swift/BIC	BUKBGB22

SCHEDULE ONE

TO THE FROZEN SEMEN BREEDING CONTRACT

BREEDING SEASON / HEMISPHERE: REGISTERED NAME OF STALLION:	Northern / Southern Hemisphere		
BREEDING / STUD FEE: (Clause 3) NUMBER OF INSENIMATION	GBP (pounds Sterling)		
DOSES PER CONTRACT (Clause 3): ADDITIONAL STUD FEE: (Clause 8):	Up to Three (3) insemination doses GBP (Pounds Sterling)		
MARE OWNER	VET / AI TECHNICIAN		
Name	Name		
Address	Practice		
	Address		
<u> </u>			
Telephone	Telephone		
Mobile	Mobile		
Fax	Fax		
Email	Email		
MARE DETAILS			
	Stable Name		
	Height		
Age ULEN Number			
	rt must accompany this form including the name and ULEN number & any grading		

certificate.

BREEDING HISTORY

Years Covered	Live foal / Barren / Aborted	Stallion used	Has the mare previously had:
			a) Uterine infections Y / N
			b) Her vulva stitched Y / N
			c) Retained placenta Y / N
			d) Genital tract damage Y / N
			e) Infertility treatment Y / N
			If yes, please provide details