

## STALLION NOMINATION CONTRACT

I ..... (the Mare Owner/Agent) agree to take a nomination to the stallion  
..... for £..... per pregnancy.

I .....(the Stallion owner/Agent) agree to the mare.....being  
inseminated with semen from.....pursuant to all charges being paid, and this contract being upheld.

### 1. Payment Terms

1.1 Full payment for the nomination fee is due (a) *on signing of the contract* or (b) *at a positive 60 day pregnancy scan*. Where (a) applies semen will be released/shipped until full payment has been received.

1.2 A 'No foal free return' clause is offered - if the mare loses the foal, or fails to produce a live foal (at 24hrs old). The mare will be allowed a free return to the same stallion for the following breeding season.

1.3 A 'no live foal produced' certificate from the mare owner's veterinarian will need to be provided to take up the 'no foal free return' clause.

1.4 Should the mare die during the course of the pregnancy, consent of the stallion owner in writing is necessary to transfer the nomination to another mare, along with written confirmation from the mare owner's veterinarian. However, the stallion owner is under no obligation to agree to such a transfer.

### 2. Semen collection

2.1 Payment for semen collection is separate, and payable to Equibreed UK Ltd prior to semen collection or shipment.

2.2 Neither Equibreed UK Ltd nor the stallion owner accepts any responsibility for the transport or shipment of the semen, and liability for the costs associated with any losses, or complications with shipment remains with the mare owner.

2.3 Semen must be ordered at least 48hrs prior to it being needed by the referring veterinarian. Failure to do so means that semen collection and shipment may be unable to proceed.

2.4 If two or more pregnancies are produced from the same mare following embryo transfer additional nomination forms need to be completed for each embryo pregnancy and the nomination fee is due for each.

2.5 This contract must be signed by both mare and stallion owner and returned to Equibreed UK Ltd prior to semen collection or shipment. Failure to comply with this return procedure will result in the contract being null and void, and no semen being shipped.

2.6 As long as all charges are met, and contracts in place, fresh/chilled semen will be shipped as many times as requested. Covering season finishes 30<sup>th</sup> September 2020.

### 3. Contracts

3.1 Nomination contracts are non transferable between mares unless consent is given in writing by the stallion owner prior to semen shipment.

3.2 Neither the stallion owner, nor Equibreed UK Ltd can be held liable in the event of non-performance, illness or infertility of the stallion, or in the event of extenuating circumstances preventing semen collection occurring.

3.3 The stallion owner is under no obligation to agree or offer a guarantee in the event of a negative result post insemination.

3.4 In the event of the death of the stallion, clauses concerning no foal free return, and transfer of nomination to a different mare become null and void.

### 4. Mare Owner Duties

4.1 Notify Equibreed UK of the pregnancy status of the mare following each insemination /embryo transfer attempt. A veterinary certificate will be required to confirmed non-pregnancy and hence transfer of nomination fee to subsequent year.

4.2 Ensure that inseminating veterinarian/technician completes and returns paperwork

4.3 All charges are understood before signing and returning contract

4.4 Comply with the HBLB Codes of Practice.

### 5. Warranties

5.1 The mare owner warrants that they own the mare detailed in the agreement above, and that they have the right to present her for insemination, as well as the authority to enter into the contract.

5.2 If the person who signs the contract does not have authority to do so, he or she can be personally liable under this contract.

### 6. General Terms & Conditions

6.1 The provisions contained in this contract are subject to the EQUIBREED UK LTD GENERAL TERMS AND CONDITIONS 2020 (These will be provided in addition to this contract, are available in digital and paper formats from the office and on our website)

Signed:.....Mare Owner

Signed:.....Stallion Owner

Date:.....

Date:.....