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## BENSONS QUICKSILVER - FROZEN SEMEN CONTRACT

**CONTRACT** between Benson Family Trust TA Benson's Sport Horses (ABN: 46 694 260 450)  
& Client "Purchaser", to purchase frozen equine semen for the purpose of artificial insemination.

### **PURCHASER / MARE OWNER DETAILS:**

NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
EMAIL: \_\_\_\_\_

### **MARE DETAILS:**

Name: \_\_\_\_\_  
Registration #: \_\_\_\_\_  
Breed: \_\_\_\_\_ Colour: \_\_\_\_\_  
Height: \_\_\_\_\_ Age: \_\_\_\_\_ D.O.B: \_\_\_\_/\_\_\_\_/\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_  
Mare Status: Maiden, Dry or Wet \_\_\_\_\_

### **SEMEN DELIVERY**

Name of inseminating vet: \_\_\_\_\_ Phone: \_\_\_\_\_  
The address the Semen must be sent to: \_\_\_\_\_  
\_\_\_\_\_

VETERINARY HOSPITAL: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

## FROZEN SEMEN REQUIRED:

STALLION NAME	NUMBER OF "DOSES"	PRICE
<b>Bensons Quicksilver</b> Service Fee \$1,500 per dose		\$
	<b>TOTAL COST</b>	\$

### PAYMENT DETAILS

A/C Name: Benson Family Trust BSB: 633- 000 Account: 1290 - 33601

I / We (the Purchaser) agree to the following conditions:

### TERMS & CONDITIONS

1. Limit of ONE pregnancy per "dose" of frozen semen purchased. If a second or subsequent pregnancy (at 18 days) is achieved then the Purchaser must pay an additional service fee.
2. The service fee (\$ 1500 including GST per dose) are non-refundable and is required to be paid in full to Benson Sporthorses prior to dispatch of any semen. The stud reserves a right to refuse the application if the mare is considered unsuitable (due to breed, confirmation faults or other).
3. Ownership of semen is not transferable to a third party.
4. The mare owner to contact Oakford Equine Hospital (Ph: 08 93971114) to plan and organise frozen semen dispatch.
5. All semen handling fees must be paid in full to Oakford Equine Hospital prior to dispatch of semen by Oakford Equine Hospital.
6. Purchaser must organise their own insurance.
7. All freight costs are payable by the mare owner.
8. Benson Sporthorses and Oakford Equine Hospital takes no responsibility and will not be held responsible for any loss or damage etc. to the semen or the shipper once the semen is dispatched to the nominated courier.
9. To improve conception rates for the mare owner. The nominated inseminating vet must perform a uterine swab on the said mare in time for the culture to be assessed prior to insemination. Results need to be sent to Oakford Vet Hospital prior to collection day. If a positive culture result is found, Oakford Vet Hospital in conjunction with your vet may recommend an antibiotic lavage and a retest prior to insemination. Inseminating the mare with a positive result against vet recommendations, will null and void the LFG conditions in this contract. The nominated mare must be examined by ultrasound scanner between 14 to 18 days after insemination for the purpose of twin recognition. Bensons Sporthorses must be immediately informed of the result. Further examinations after 30 and 45 days are advised.
10. Live Foal Guarantee (LFG) does not guarantee that a live foal will be born by the mare being bred. If the nominated mare fails to produce a live foal (48 hours standing and suckling), a qualified vet certificate must be forwarded to Bensons Sporthorses. The certificate must be received within 14 days of her due foaling date or the birth of the foal The owner of the mare is **then entitled to receive a free frozen semen dose of Bensons Quicksilver**. However, all costs incurred (including freight and handling) are to be borne by the mare owner. A second and if needed a third free return service is available to the said mare but only available for 24 months from the date of the original service.

11. Should any mare fail to conceive after three (3) inseminations, a full reproductive examination including a uterine swab/biopsy must be performed with the results forwarded to Oakford Equine Hospital. If in the opinion of Oakford Equine Hospital head vet, the mare is sound for breeding. Bensons Sporthorses will give a final semen dose, if available; with all costs incurred (including freight, collection and handling) to be borne by the mare owner. This final free return service is available to the said mare but only available for 24 months from the date of the original service. The service fee is non-refundable at this point, whether the mare is pregnant or not.

12. The LFG will be null and void if, in the opinion of a qualified veterinarian, the mare owner was negligent in management or provision of such management for the mare during the term of the pregnancy and/or at the time of foaling, which could contribute to the death of the foal.

13. Semen availability. The 20\_\_\_/20\_\_\_ season will be defined as 01.09.20\_\_\_ through to 29.02.20\_\_\_.

14. It is further agreed that should the nominated Bensons Quicksilver frozen semen be unavailable for any reason whatsoever before serving the said mare, or if the said mare named in this contract dies or becomes unfit to be served, then this contract shall be rendered null and void and the service fee will be returned to the mare owner minus any outstanding payments.

Should the nominated Bensons Quicksilver frozen semen be unavailable for any reason whatsoever before serving the said mare on a return service under the LFG agreement, the mare owner accepts that the contract is rendered null and void and the service fee will be returned to the mare owner minus any outstanding payments.

15. The mare owner hereby acknowledges that it is their responsibility to understand and abide by the terms set out in this breeding contract. It is also the mare owner's responsibility to familiarize themselves with other charges that do not form part of this contract.

16. Bensons Sporthorses will provide a service certificate once a completed Artificial Insemination Form is received by the qualified vet with a 45 days positive pregnancy test. Semen must be used in accordance with the above Terms and Conditions.

17. All prices are GST inclusive.

**I have read and fully accept the "Terms and Conditions".**

Signature (Purchaser): \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signature (Seller): \_\_\_\_\_ Date: \_\_\_\_\_

Bensons Sporthorses

\*\*\* Once signed the original is to be returned to Bensons Sporthorses and a duplicate copy will be sent back once the Stallion owner has signed the contract \*\*\*

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Where did you hear about Bensons Quicksilver? (Please tick)

- Word of mouth
- Magazine advertisement (Which one? \_\_\_\_\_ )
- Internet (Which website? \_\_\_\_\_ )
- Seen him at a show (Where? \_\_\_\_\_ )
- Other (Please specify \_\_\_\_\_ )
- \_\_\_\_\_ )