



Schoukens Training Center

Oostmeetstraat 34
8680 Koekelare
Belgium
Fax: +32 58 62 08 28

Farm: Weidestraat 1
8670 Wulpen – Koksijde
Belgium
Cell.: +32 495 61 12 79
Cell: +32 494 14 13 34

SERVICE AGREEMENT for FRESH & CHILLED SEMEN 2011

Between the undersigned:

*Schoukens Training Center, Oostmeetstraat 34, B-8680 Koekelare, hereinafter referred to as “the agent” and

*
Tel:e-mail.....

hereinafter referred to as “the mare owner”

The following has been agreed

1. The mare holder presents the mare (name and reg. number)
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For service by the stallion, MONTHER AL NASSER reg nr BAPS 7965 , owned by Al Nasser Stud (Qatar) at the following conditions.
2. In case of stabling of the mare, an STC boarding contract need to be signed by the mare holder and all costs related to the stabling of the mare need to be paid correctly according to the terms and conditions of this separate contract.
3. The stud fee has been fixed at 2500 Euro and has to be paid upon signing of the contract by wirement to the bank account of Schoukens Training Center mentioned on this contract. A breeding certificate will be issued as soon as the mare has been checked in foal.
4. In case the mare is not in foal during this season, a free service will be granted during the following season. If the mare is not in foal after several inseminations, the Mare Owner may substitute another mare with prior consent from the Stallion Owner. If the contracted mare is to be rebred and the Mare owner fails to deliver the mare or her substitute the following breeding season, then any and all fees previously paid shall not be refundable and the terms of the agreement are fulfilled.
5. This service contract carries with it a Live Foal Guarantee (LFG) If the mare aborts or the resulting foals fails to stand and nurse within 24 hours and dies the Mare Owner has a “right to return” until a live foal is produced. A veterinarian certificate stating the reproductive state of the mare or condition of the foal must accompany a request for a return breeding.
6. Because of the LFG this contract entitles the Mare Owner to ONE breeding certificate for ONE foal. Should additional foals be produced from this semen, additional

www.schoukenstrainingcenter.com - schoukenstrainingcenter@hotmail.com

BTW: BE 897 287 315

breeding certificates will be provided with a new contract and additional payment of the complete studfee per foal produced.

7. All costs related to interventions of a veterinary surgeon, that usually precede a natural service, as well as all the costs for the semen collection and preparation will be at the account of the mare holder. The fee for collection & preparation for fresh semen is determined at 125 €/time. These fees are payable upon invoice.
8. All costs for the transport of the semen are completely at the account of the mare holder.
9. There will be a strict policy for the ordering of fresh, chilled semen and the shipping. Instructions can be found in the annex.
10. In case of mortality, sickness or damage of the stallion, or in any way that he cannot perform the service, the stud fee will be refundable up to 50%. All costs in points 2, 6 & 7 are not refundable.
11. The agent of the stallion neither as the owner can be held responsible for possible accidents, injuries, theft or illness of the horse. Neither the Stallion Owner, The agent, is responsible for lost, delayed or damaged semen. Semen shipped to the Mare Owner becomes the property and the sole responsibility of the Mare Owner. It is the exclusive responsibility of the Mare Owner to properly handle the semen.
12. . This agreement is binding upon the parties hereto governed in accordance with the laws of Belgium and venue for any litigation arising there from shall be in the court of Bruges. The prevailing party shall be entitled to receive reasonable attorney's fees and costs of litigation.

Made in Wulpen on/...../2011 in 2 copies; each party declares having received a copy.

Signed as correct,

Tom Schoukens
Schoukens Training Center
The Stallions' agent

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The mareholder

Schoukens Training Center
Oostmeetstraat 34
B – 8680 Koekelare
BTWnr: BE0897 287 315

Bank : KBC,
Zuidstraat
B – 8680 Koekelare
Reknr : 733-0491695-32
IBAN: BE90 7330 4916 9532
BIC : KREDBEBB