

# STUD CONTRACT

between

**Stallion owner:** Pferdebetrieb Adlstein  
Bauer/Raab-Bauer GbR  
Adlstein 7  
93161 Sinzing

and

**Mare owner:** .....  
.....  
.....  
Tel. ....

**Stallion:** LILPEPPY DUNIT RIGHT, AQHA 4295035

**Stud farmer:** Hengststation Bachl  
Gut Fasselsberg  
84389 Postmünster

## § 1

The following **mare** is being registered obligatory for the coming breeding season:

Name: .....  
Breed: .....  
Reg.No.: .....

A copy of the Certification of Registration as well as a copy of the mare's vaccination card has to be attached to the stud contract. The mare's owner guarantees that the mare is healthy and in a condition to be covered, meaning free from infectious diseases and viruses.

On delivery, a clean result from a cervical pad test and equine flu is to be shown to the stud farmer. including CEM that is no older than 14 days is to be submitted. If requested, evidence of adequate protection through vaccination against herpes

The mating of the mare takes place by:

.....  
.....  
.....

**§ 2**

The stud fee is ..... Euro including the frozen semen tax of 250.00 Euro. In consideration of this breeding, the MARE OWNER declares to pay the stud fee, the frozen semen tax and transfer the sum to following bank account:

Deutsche Bank Regensburg  
Account No. 32 50 701 01  
Bank identification code 750 700 13  
*IBAN DE 28 750 700 130 325070101*  
*BIC DE MM 750*

With conclusion of the contract until January 31 2010, an early bid discount of 20% of the stud will be conceded.

**§ 3**

**Free Return**

If the foal resulting from the covering does not survive 24 hours after its birth, is stillborn or the foetus is resorbed, the mare's owner has the right to have the mare covered again the following breeding season.

A condition for the right to have the mare covered again is that the mare's owner shall inform the stud farmer immediately of the loss of the foal or on request shall provide the veterinary certificate. The right to have the mare covered again is excluded if the loss of the foal is the fault of the mare's owner or a third party.

In the event of a free return, the frozen semen tax and the portage for semen shipment have to be paid once again by the MARE OWNER. The stud fee does not fall due for payment.

**§ 4**

The stallion is paid into the following breeding programmes:  
NRHA SSP and DQHA SSA

**§ 5**

**Terms of Shipment**

1. The shipment of the semen ensues right after complete payment. In the case of mating through the stud farm Bachl the mating will only take place right after the payment is completed.
2. The portage for semen shipment has to be covered by the MARE OWNER. The portage is directly invoiced by the stud farm and is due right after bill receipt.
3. A maximum of three portions will be shipped.
4. The frozen semen has to be stored and processed by competent staff only. The MARE OWNER is responsible for adequate and orderly processing of the semen.

**§ 6**

**Final Clauses**

1. German law applies exclusively to this contractual relations.
2. The place of fulfilment and jurisdiction is Regensburg as long as there are no binding legal regulations opposed to this.
3. If a term of this contract is or becomes invalid partially or in general, the validity of the rest of the contract will not be affected.

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stallion owner

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mare owner