



Tweedie & Associates
EQUINE VETERINARY SERVICES

Tweedie & Associates
Equine Veterinary Services Pty Ltd
ABN 96 131 515 814
PO BOX 525
Somerville VIC 3912

P: 03 5977 5250
F: 03 5978 0457
E: info@tevs.com.au
www.tevs.com.au

**Contract for the sale of _____ frozen semen to
purchasers using a veterinary centre approved by Tweedie & Associates Equine
Veterinary Services**

Contract between Tweedie & Associates Equine Veterinary Services (ABN: 96 131
515 814) &

Purchaser: _____.

Address:

Phone:

Email:

Mare: _____.

Breed: _____

Sire: _____

Age: _____

Parity: _____

Approve Veterinary Centre: _____.

1. Service Fees

- a. All service fees and associated handling, transport and insurance costs will be invoiced to the purchaser by Tweedie & Associates Equine Veterinary Services and must be paid for in full prior to dispatch of frozen semen.
- b. Service fees are non-refundable and non-transferable.
- c. Payment of costs outlined in section 1a entitles the purchaser to delivery of 3 doses of frozen semen from the nominated stallion.
- d. The purchaser understands that whilst Tweedie & Associates Equine Veterinary Services will endeavour to ensure frozen semen is delivered in a



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- timely fashion, Tweedie & Associates will not be held responsible for any losses incurred by the purchaser as a result of any delay in the delivery of frozen semen.
- e. Only **one** pregnancy is permitted.
 - f. A completed application for service certificate must be received by Tweedie & Associates Equine Veterinary Services before a service certificate will be issued. The purchaser is responsible for providing this form to Tweedie & Associates Equine Veterinary Services.
 - g. If the mare or recipient mare is not in foal at 45 days, a further 3 inseminations will be made available to the purchaser provided that:
 - The purchaser pays an additional handling and transport fee prior to dispatch of frozen semen.
 - The treating veterinarian from the approved veterinary centre completes, signs and returns an insemination information form.
 - h. If the purchaser has obtained a 45 day pregnancy without using all three doses from either the first or second delivery of frozen semen, they may, after obtaining written permission from Tweedie & Associates Equine Veterinary Services use the remaining semen to inseminate another mare.
 - i. 50% of the service fee must be paid as a deposit before written permission will be given by Tweedie & Associates Equine Veterinary Services.
 - j. If a second pregnancy is not obtained with the remaining semen, Tweedie & Associates Equine Veterinary Services will refund the 50% deposit after receiving written confirmation of a negative pregnancy test from the approved veterinary centre.



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- k. If a second 45 day pregnancy is obtained, the balance of the service fee must be paid to Tweedie & Associates Equine Veterinary Services before a service certificate will be issued.
- l. All frozen semen remains the property of Tweedie & Associates Equine Veterinary Services and any unused semen must be returned to Tweedie & Associates Equine Veterinary Services at the purchasers expense by 1 April 2011.

2. Live Foal Guarantee

- a. A Live Foal Guarantee will be made to the purchaser when the mare has returned a 45 day positive pregnancy test;
 - If the foal is still-born or fails to stand and nurse unassisted within twenty four (24) hours of birth. All cases must be certified by a practicing veterinarian.
 - If the mare aborts during pregnancy, a post mortem will need to be performed on the foetus to qualify for the Live Foal Guarantee, with every effort made to identify the cause of the abortion.
- b. Should a live foal as in clause 2a. not eventuate, a Live Foal Guarantee shall be provided for one (1) year only, on the basis that all terms and conditions, including payment of all charges and fees have been met.
- c. The right of the purchaser to a Live Foal Guarantee is lost if:
 - The pregnant mare is sold during the term of the pregnancy.
 - The pregnant mare is transported overseas during the term of the pregnancy.
 - No live foal eventuates as a result of death of the mare.



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- The purchaser is negligent in the management or provision of management of the pregnant mare during pregnancy and at foaling, and this contributes to the death of the mare and/or foal.
 - The pregnant mare is not foaled under 24 hour supervision.
- d. The pregnant mare must be vaccinated against Equine Herpes Virus to qualify for a Live Foal Guarantee.
- e. A Veterinary Certificate will be required by Tweedie & Associates Equine Veterinary Services with seven (7) days after the loss of a foetus or foal to secure the Live Foal Guarantee.
- f. A Live Foal Guarantee for the purposes of this contract will constitute a further three doses **only** of frozen semen from the same stallion **if available** for use in the 2011-2012 breeding season.
- g. Or a **credit** of 80% of the value of the service fee paid for three doses of frozen semen **only** from any of the Groupe France Elevage stallions available in Australia for the 2012-2013 breeding season for use in the 2012-2013 breeding season.
- h. Only **one** 45 day pregnancy is permitted.
- i. Purchaser to pay all costs associated with handling and transport of frozen semen to an approved veterinary centre prior to dispatch of frozen semen.
- j. All frozen semen remains the property of Tweedie & Associates Equine Veterinary Services and any unused semen must be returned to Tweedie & Associates Equine Veterinary Services at the purchasers expense by 1 April 2012.

Signed:

Date: