



# STALLION CONTRACT

## HELIODOROS VOM NIEHAUS

This contract, dated the \_\_\_\_ day of \_\_\_\_\_, 20\_\_, is entered into between London Lane Stud cc (hereinafter designated "London Lane") of 305 London Lane, Knopjeslaagte, *Domicilium* address being PO Box 6095, Rivonia, 2128, and the mare owner.

Name: \_\_\_\_\_  
(hereinafter designated the "mare owner")

Identity Number/Passport No.: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
\_\_\_\_\_

Postal Address: \_\_\_\_\_  
\_\_\_\_\_

Landline: \_\_\_\_\_ Cell No: \_\_\_\_\_

Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

By their signatures to this contract, London Lane and the mare owner confirm a reservation to breed the mare: (hereinafter designated “the mare”)

Registered Name: \_\_\_\_\_

Registration No: \_\_\_\_\_ Colour: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Breed: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Sire of Dam: \_\_\_\_\_ Height: \_\_\_\_\_

to the stallion Heliodoros vom Niehaus (hereinafter called “Heliodoros”) standing at London Lane, under the following terms and conditions.

## TERMS AND CONDITIONS

1. The mare owner signing this contract represents and warrants that he/she/it is the true and lawful owner of the mare, or if not the owner, then has actual authority to act as the owner's agent for the purposes of entering into this contract, and to make any and all decisions regarding the mare and its veterinary care. The signatory shall be fully responsible for all charges incurred under this contract and shall indemnify, defend and hold harmless London Lane from any and all claims, of any kind and nature, arising as a result of or in connection with this contract (including any claim that such person lacked the right or authority to execute this contract on behalf of the true mare owner). All references in this contract to the mare owner shall be deemed binding upon the person signing this contract and London Lane.
2. The mare owner shall pay, in advance, on receipt of an invoice from London Lane, a breeding fee of R\_\_\_\_\_ (\_\_\_\_\_ thousand rand) plus VAT.

Only in the event that Heliodoros is unable to provide semen due to unforeseen illness, disease, collection of poor semen due to his young age, non-performance with the phantom, or is sold by London Lane, and therefore unable to perform stud duties, will the breeding fee minus travelling expenses be returned to the mare owner, and the entire contract cancelled.

3. The mare owner shall be entitled to re-breed the mare until the mare delivers a live foal that stands and nurses. A live foal is defined as a new born foal which stands and nurses without assistance.

4. If the licensed veterinarian determines that the mare is unsuitable for breeding, the mare owner may substitute a new mare, subject to the acceptance of a new breeding mare by London Lane. This substitute mare shall be bred under the same terms and conditions as the original mare.
5. London Lane Stud agrees to provide raw or chilled semen from Heliodoros for the artificial insemination of the mare. Live coverings will not be performed under any circumstances. Semen will only be collected from Heliodoros by London Lane Stud's veterinarian and under circumstances determined by the Equine Fertility Clinic.

In the event of breeding by chilled semen, the mare owner shall give London Lane Stud *advance notice of the request for shipment of at least 48 hours before shipment of the semen*. Although every effort will be made to ensure a timely co-ordination of breeding services, London Lane is not responsible for any delays due to any cause including, but not limited to, illness, injury, training or competition schedule, Equine Fertility Clinic's schedule, in responding to the mare owner's request for a certain semen delivery date. It is the mare owner's responsibility to ensure that all the necessary arrangements are made to apply for the semen in advance and for the transport of the semen to the mare for insemination at the appropriate time.

The mare owner is responsible for all expenses associated with the mare such as equitainer hire, and mare related insemination costs. London Lane undertakes to bear the cost of transporting the stallion to Equine Fertility Clinic in Midrand, for up to the first four collections.

Carel and Marié de Bruyn of Equine Fertility Clinic can be contacted on 011 314 5338, Carel on 082 569 2015 and Marié on 082 774 4829 for more information regarding the costs of collection and preparation of

the semen. Payment in advance and proof of payment needs to be sent to Equine Fertility Clinic before semen is collected.

6. The mare owner shall ensure that the mare is suitably healthy and capable of conceiving and carrying a foal to term. The mare owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination.
7. The mare owner shall email clear coloured photographs, together with the mare's registration papers, together with the signed contract, to London Lane Stud for record purposes.
8. The mare owner agrees to use the shipped semen only on the mare named above in this contract. Use of an unapproved mare/s not listed on page one of this contract will result in legal action being taken by London Lane against the mare owner.
9. If the mare owner elects to use surrogate mares, and the flushing of eggs, via an embryo transfer, results in multiple pregnancies in the surrogate mare/s, the breeding fee for the second pregnancy onwards will be charged at 50% of the original breeding fee, should the surrogate mare/s fall pregnant.
10. This contract contains the entire understanding of the parties and may be modified only in writing signed by all parties. This contract supersedes any previous contracts, understandings, or contract between the parties, whether oral or written, concerning the subject matter of this contract. The invalidity or unenforceability of any term or

provision of this contract shall not affect the validity or enforceability of any remaining provisions hereunder.

11. This contract shall be construed and governed by the laws of South Africa, and the parties expressly agree that the jurisdiction and venue for any and all disputes arising under this contract shall be proper only in the High Court of South Africa, Southern Gauteng Division. In the event that London Lane incurs attorney’s fees and/or legal costs in recovering, securing or protecting any right available to it under this contract, the mare owner agrees to pay said attorney’s fees and costs.

12. *Domicilium* and Notices

The parties choose as their *domicilium* at which notices shall be given the address cited on page 1 of this contract. All notices given in terms of this contract shall be to the chosen *domicilium*, which may be varied by written notice, provided such *domicilium* is in South Africa.

THUS DONE AND SIGNED AT \_\_\_\_\_ on

this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ in the presence of :

\_\_\_\_\_

\_\_\_\_\_

Witness

Mare Owner

\_\_\_\_\_

\_\_\_\_\_

Name (in print)

Name (in print)

THUS DONE AND SIGNED AT \_\_\_\_\_ on

this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ in the presence  
of :

\_\_\_\_\_

Witness

London Lane Stud representative

\_\_\_\_\_

\_\_\_\_\_

Name (in print)

Name (in print)