

Breeding-/Insemination Contract

for the

Lower Saxonian National State Stud Celle, Spörckenstr. 10, D-29221 Celle, Tel. ++49 (0)5141 9294-0

This voucher has to be signed and to be presented to the stud master in charge **before** below mentioned mare will be covered/inseminated:

Breeder:

Breeding Register

20 __

No. Service Station

Reg.-No.

— — — — — — — —

Mare _____ by

UELN:

I herewith instruct:

the Lower Saxonian National State Stud Celle to breed above mentioned mare to a state stud stallion resp. to one of the stallions registered with the insemination program of the Lower Saxonian Central Insemination Station Celle, determined by mutual agreement.

Regarding stud and foal fees, we refer to the information published in the Stallion Directory and to the publications posted on the premises of the service stations or on the homepage

www.landgestuet celle.de

The fees to be collected for the individual breed societies depend on the currently valid fee schedule of the respective breed societies.

I have read the General Terms and Conditions of the Lower Saxonian National State Stud Celle on the backside, and I herewith accept them.

City, date

Signature of mare owner

General Terms and Conditions of the Lower Saxonian National State Stud Celle

§ 1

The Lower Saxonian National State Stud presents the stallions as posted on the premises of the service stations for breeding/insemination purposes. In case of use for breeding, the **clauses stipulated in these General Terms and Conditions and the explanations published in the Stallion Directory are binding and obligatory. The Lower Saxonian National State Stud reserves the right to alter these stipulations during the breeding season. The corresponding publications posted on the premises of the service stations and on the Internet will be relevant and binding.**

§ 2

The National State Stud has fixed stud and foal fees for the chosen stallions as published in the Stallion Directory or posted on the premises of the service stations. **The stud fee has to be paid in advance.** By paying the stud fee, breeders are only entitled to make use of the studs for the current breeding season.

§ 3

After having chosen the stallion and after having agreed on a date for breeding/insemination with the stud master, the mare can be brought to the stallion. The mare's pedigree papers have to be presented to the stud master for perusal.

§ 4

The stud master is requested to comply with the following breeding hygiene regulations:

- I. The following mares are allowed to be covered without prior vet check:
 - a) maiden mares, meaning mares that were definitively not bred until the age of four and
 - b) mares with foals at foot following a normal birth
- II. The following mares are not allowed for breeding:
 - a) mares with visible signs of a venereal disease or mares that lost or absorbed their foal
 - b) mares following an abnormal birth (difficult birth, placenta retention, abnormal after birth period)
 - c) mares that became barren or that were purchased as barren mare
 - d) mares that did not conceive twice in one breeding year

Mares as mentioned under point II. can only be bred if a vet certificate testifies that the clinical (rectal, vaginal) and bacteriological examination (cervix swab examination) proved to be without result.

A bacteriological examination including a cervix swab on the general microorganism concentration as well as a swab taken from the middle and both lateral clitoral sinuses to check whether there are pathogens of the **contagious equine metritis (Taylorella equigenitalis CEM)** is **compulsory** for mares destined for **natural covering**. We leave this examination up to the mare owners, but recommend it in their own interest before the breeding.

- III. Mares with a cough, other influenza symptoms or infectious diseases are to be excluded from breeding.

§ 5

The National State Stud is entitled to restrict the quantity of mares bred to individual stud stallions. These special measures are published and have to be followed by stud master and breeders.

§ 6

If a mare has not conceived, mare owners have the possibility of changing the stud stallion in mutual consent with the corresponding stud master. **Changing the service station (change of breeding and foaling register) without another full stud fee payable again is exclusively possible upon prior approval of the head of the National State Stud until July 1 of each year. Only the fixed transfer fee as posted in the premises of the service stations or in the Stallion Directory will become due in this case.** A written application has to be forwarded to the National State Stud ahead of time, with the information on the mare and stallion including breeding register number of the first breeding station so that the relevant breeding stations can be informed and change their breeding register files. The mare owner has to present the stud fee receipt to the stud master for registration purposes before each rebreeding. **Without presentation of this receipt, the stud master is entitled to refuse the mare or to invoice the stud fee one more time.**

§ 7

Should the mare owner decide to breed his mare to a second stud at a higher fee, the balance has to be settled prior to the breeding. Should the mare owner decide to breed his mare to a second stallion available at a lower fee, the balance will only be credited if the National State Stud is responsible for the change of stallion.

§ 8

Abatement or remission of the stud fee due before the first breeding can neither be claimed back if the mare does not conceive or if she dies before the birth of the foal out of this breeding, if she has an accident or cannot be bred any more for other reasons.

§ 9

The stud master has to be informed about the birth of a foal. He will register sex, colour and markings of the foal and issue the foaling certificate on behalf of Hannoveraner Verband e. V. Foals out of mares registered with Hannoveraner Verband e. V. will be branded in accordance with the branding regulations of the Hanoverian Society.

§ 10

The National State Stud does not assume any liability for damages and injuries at mares before, during or after breeding, during boarding on the premises of the National State Stud nor for injuries of owners or their representatives if these damages or injuries are based on gross negligence. The National State Stud will neither be liable for possible diseases and the resulting consequences transmitted during breeding. Each duty of replacement as stipulated in § 833 German Civil Code and each liability of the National State Stud for slightly negligent actions of the stud masters or the staff of the National State Stud or other persons responsible for the mares during breeding or boarding (§§ 278, 831 etc. German Civil Code) will be excluded. Place of fulfillment is the site of the stallions, place of jurisdiction will be the domicile of the stallion holder.