

GUIDELINES FOR BREEDERS & STUDMASTERS

Breeders need to read and be aware of the stud's contractual terms and conditions. Those contracts are binding and will prevail in the event of a dispute. These notes are for guidance only and may help breeders make informed decisions. Special care is needed to ensure that discounts, deferred payment arrangements, veterinary fees and agistment charges are clear and agreed in writing.

1. WORKING FEE - No current topic causes more dispute than that of 'working fees'. A fee may be charged (commonly called a 'working fee') for the work involved in the breeding of a mare at a semen base, or at a stud, or at the property of a veterinarian, when the stallion is located at another stud, i.e. transported semen used for artificial insemination. Breeders need to be very clear as to whether:

- (i) the working fee is payable separately by them to the person who completed the artificial insemination; or
- (ii) the working fee is included in the total service fee and the stud that supplied the semen will pay the person who completed the artificial insemination.

Working fees can be charged even if the mare fails to produce a positive test.

Working fees or expenses may be payable for donated services won in a raffle or purchased via tender, even if the mare is served at the stud where the stallion is located. This should be clarified prior to the mare being sent to stud.

- 2. AGISTMENT RATES** - Breeders should be aware of agistment charges for wet and dry mares before they take their mare to stud. Rates should be specified in the contract. *Wet mares* - means a mare with foal at foot. *Dry mares* - an empty mare.
- 3. BAD DEBTS** - Outstanding accounts may be sent to Harness Racing New Zealand (HRNZ) for collection under Rule 1612. The Executive's powers include refusing to register the resultant foal and placing the owner's name and the arrears on the Unpaid Forfeit List.
- 4. BREEDER** - Under HRNZ rules, and most futurity series, the 'breeder' is the person who owns (i.e. named in the HRNZ register) the dam of the horse at the time it is foaled, or in the case of a foal conceived by embryo transfer the owner of the dam of the foal at the time of service.
- 5. CARE** - Contractual terms will apply. Studmasters shall care for the mare and foal in accordance with good standards of husbandry associated with standardbred studs in New Zealand and shall not be liable (for so long as the standards are followed) for injury or death of the mare or foal or the failure of a mare to get into foal. Risks can be covered by insurance.
- 6. CONTRACT** - The breeder and the studmaster should ensure that a written contract is signed before the mare is served. Contracts should be updated, and records kept (e.g. emails), of changes made to the contract, e.g. when a different stallion is used from that originally nominated. Discount and payment arrangements, if any and if different to the standard contract, should be clearly documented.
- 7. DEPOSITS** - Studs may charge a deposit to secure a booking to a stallion in heavy demand or of low fertility. If a breeder is required to make a deposit to secure a booking to a stallion, and the mare subsequently gets into foal to that stallion, that deposit will usually be credited in full to the service fee.

The contract should state unequivocally how much of the deposit will be returned to the breeder, if any, if the mare does not get into foal. Deposits will generally be forfeited if no attempt is made to breed the mare because a service has been booked.

- 8. FOALING FEE** - Breeders should make themselves aware of the foaling fee that a stud will charge.
- 9. FREE RETURN** - Breeders should read the contract carefully. Usually if a mare fails to produce a live foal there is a free return for the same mare, or an approved substitute mare, to the same stallion during the next season only. Where the stallion, or his frozen semen, is not available and a substitute cannot be agreed the broodmare owner is entitled to a refund of the service fee, less costs incurred or a working fee.

A free return service is usually available to the contracted breeder if the service fee has been paid as per the contract, i.e. usually within 30 days of invoice after a 42-day positive test.

- 10. FREEZE BRANDING AND PARENTAGE VERIFICATION** - Foals may be freeze-branded and DNA tested while at stud. From the 2004-05 season mares are being included in the DNA database as foals are born. Owners are responsible for organising the branding of foals born at home, or for those that return home from the stud prior to branding. HRNZ will invoice the owner directly for this charge.
- 11. G.S.T.** - Breeders need to be clear if charges and fees are GST inclusive or not.
- 12. LIVE FOAL** - The contractual definition will apply. Traditionally a 'live foal' is defined as a foal that has stood and suckled its mother for a period of at least seven days. Exceptions include any foal which is born deformed and for which a veterinarian has recommended euthanasia. A copy of the veterinarian's certificate should be sent to both the studmaster and the broodmare's owner. The studmaster and veterinarian may agree an extension of the seven day live foal guarantee period, but this must be agreed and documented, prior to the expiry of the seven day period.
- 13. POSITIVE TEST** - A certificate from a veterinarian that the mare has been in foal for 42 days since the last date of service is evidence that the mare has conceived.
- 14. REMOVING MARES FROM STUD** - We would like to draw broodmare owner's attention to the fact that the studmaster is in a position to place a lien on the mare and/or foal, to recover any outstanding and due debt while they remain on the studmaster's property.
- 15. SEMEN BASES & TRANSPORTED SEMEN** - Studmasters can insist that transported semen is handled at a specified semen base, or by a veterinarian, or approved person, in the interests of preserving semen viability and quality, and the integrity of the Stud Book.
- 16. SERVICE FEE** - The service fee is payment due for the service of a mare by a stallion, or the supply of semen from a stallion, which results in the mare getting into foal. The service fee is separate from all other fees that may be payable to the studmaster. Service fees may differ for on-stud farm services and transported semen.
The studmaster may make additional charges for delivery of transport semen to semen bases or other locations. These should be clear in the contract.
Contracts under which the service fee is payable on the birth of a live foal may provide that the service fee is to be paid when the in-foal mare is sold. Even if the contract of sale provides that the purchaser is to pay the service fee the vendor will remain fully liable to the studmaster for the service fee, unless the studmaster agrees to release the vendor from his/her contractual obligation.
- 17. SERVICE FEE PAYMENT** - Payment will be as per the written contract. Usually service fees are payable within 30 days of receipt of invoice including evidence of the positive test. Interest may be charged on overdue accounts at the rates specified in the contract.
- 18. SUBSEQUENT FOALING** - If a mare that returns a negative test at 42 days is subsequently found to be in foal or produces a live foal, and the mare is still owned by the person who was owner when the mare was sent to stud then that owner shall be liable to pay the service fee.
If a supposedly empty mare is to be sold the vendor and the purchaser should ensure that a full reproductive health check is undertaken by a veterinarian. Forty-two day tests and earlier tests can miss a pregnancy. If the mare is found to be in foal the studmaster shall be notified. The sale contract shall specify who is to pay the service fee, usually the vendor. The vendor breeder will usually remain liable to the stud for the service fee notwithstanding the sale contract.
- 19. VACCINATIONS, WORMING and FOOTCARE** - Studmasters are entitled to specify, and make reasonable charges for, an appropriate vaccination, de-worming and footcare program for mares entering their property. Broodmare owners are encouraged to seek veterinarian advice on an appropriate program for their mares.
- 20. VETERINARY CHARGES** - Studs usually have a fixed fee arrangement for a standard set of veterinary services per mare. Additional charges will usually apply for mares that are difficult to get into foal. Difficult foalings or complications with the mare or foal can incur high fees. In these circumstances it is preferable for the veterinarian and/or studmaster to speak directly to the broodmare owner, if practical, to ensure that the fees situation is clearly understood.
- 21. WEANING FEE** - A weaning fee and subsequent agistment fees for the foal will be charged.