

THE AUSTRALIAN STOCK HORSE SOCIETY LIMITED

ABN 35 001 440 437

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SEMEN OWNERSHIP NOTIFICATION

With regards to semen ownership, we highlight the following points (not limited to):

- Irrespective of whether a stallion is alive, has passed away, is gelded or is unable to serve mares naturally, stored semen can be used indefinitely, providing the required documents and procedures are completed in accordance with the Regulations.
- Any past or present registered owner of a stallion shall be recognised as a Registered Semen Owner without the need for any further action or lodgement of documents with the Society.
- When bulk semen is sold by the registered owner of a stallion, a Semen Ownership Notification must be completed and lodged with the Society to enable another member to be recognised as a Registered Semen Owner for the nominated stallion.
- Once recognised as a Registered Semen Owner, the owner may sell semen for the nominated stallion as follows:
 - When the Registered Semen Owner sells semen for immediate use, the owner must complete and sign an ASH Breeding Certificate for each mare to be inseminated.
 - The Registered Semen Owner may sell bulk semen and complete and lodge a Semen Ownership Notification to enable another member or members to be recognised as a Registered Semen Owner for the nominated stallion.
- A reference to a registered owner of a horse includes the lessee, where the horse is the subject of a lease in respect of which a Lease Notification has been accepted by the Society and also includes any authorised agent.

Further regulations in relation to semen ownership are provided in the Society's Rules and Regulations and can be downloaded from the Society's website – <u>https://ashs.com.au/media/3298/part-3-registration-3-3.pdf</u> Registration of Horses.

| REGISTERED SEMEN OWNER – SALE NOTIFICATION | | |
|---|--|--|
| Stallion's Name: | | |
| Registration Number: | | |
| Stallion/Semen Owner's Name: | | |
| Membership Number: | | |
| Sale - Date: | / (Semen Authorisation effective from this date) | |
| Purchaser's Name: | | |
| Membership Number: | | |
| Address: | | |

Agreements in writing are recommended and the following should be considered or addressed:

- Agreement in relation to semen collection costs, semen quality, positive pregnancies, live foal guarantees, agreement term, disease, losses, lifespan, quantity, splitting of straws, limitations on mares inseminated, provision of signed documentation, delivery, quarantine and the like are the responsibility of the semen owner and purchaser to negotiate.
- Commercial or private usage rights, number of mares/foals to be bred, specified or unlimited breeding seasons and the like. Any disputes of a contractual or financial nature, are not for the Society's consideration.
- The Society takes no responsibility in respect of any contractual dispute and is unable to assist members in resolving disputes. Members in such situations are advised to seek legal advice if unable to resolve the issues.
- The Society will not take any action to enforce any semen or insemination agreement, and the parties must protect their own rights in this regard. Members are also advised to protect their interests. Agreements should include all terms and conditions as agreed between the parties.
- The Society makes no recommendation in relation to semen, including the quantity or quality of semen that survives the freezing process. The Society acknowledges that not all semen is suitable for freezing and this may impair the potential for a mare to produce a positive pregnancy. Members purchasing semen should consult with a veterinarian or qualified person in relation to semen quality.
- Live foal or positive pregnancy guarantees may be offered by a semen owner. The semen owner may also charge additional fees if an insemination fails and additional semen is provided to attempt another insemination. The semen owner may offer a money back guarantee or charge additional fees on a positive test or live foal. Such conditions should be included in a written agreement.

Once the Society records the Semen Ownership Notification, the Society shall be authorised to accept the signature of the Semen Purchaser on any future ASH Breeding Certificates or Semen Ownership Notification. The Semen Vendor acknowledges that this authorisation shall be irrevocable. Registered Semen Owners should remain a Financial Member of the Society for completion of ASH Breeding Certificates, otherwise penalties for registration of resulting progeny will apply.

Semen Ownership Registration Fee: \$110.00 - Fee effective until 31st December 2024

| VENDOR'S SIGNATURE: | |
|-----------------------|--|
| (or authorised agent) | |

DATE: