

Breakaway Stud

2012/13 Breeding Contract for _____

This contract is between...

R. Hall and A. Hall trading as Breakaway Stud (the Stallion Owner)

On the one part

And _____ (the Mare Owner) on the other part.

The Mare Owner hereby agrees to breed his/her Mare

_____ (the Mare) Registration No. _____

to the Stallion Owners Stallion _____ (the Stallion) for the 2008/09 season and to pay the amount of \$ _____ breeding fee.

Of this amount a booking fee of \$ _nil_ is payable on the signing of this contract by the Mare Owner, a handling fee of \$ _____, a service fee of \$ _____ and GST of \$ _____ are payable on delivery of the Mare to the premises of the Stallion Owner.

In the event of a chilled/shipped semen breeding, the entire breeding fee is required to be paid in full before semen will be collected/shipped.

The handling fee will not be refunded under any circumstances. Should the Mare Owner refuse to sign or abide by, this contract, any pregnancy achieved by the Stallion shall be the property of the Stallion Owner. The Mare Owner, his/her heirs and assigns hereby agree that this contract is entered into on the following conditions:-

1. Live foal guaranteed with return privilege in season. It is understood that, should the resultant full term foal not stand up and nurse, the mare owner will be entitled to one return privilege the following year only. This guarantee applies only if the Mare Owner advises the Stallion Owner within 1 (one) week from the death of the foal. This notice must be accompanied by a statement from a licensed veterinarian. If the Mare is to be returned the handling fee is payable again and if the Mare owner fails to deliver her for rebreeding the following year, then any and all fees shall not be refundable and the return privilege cancelled. If, after a positive pregnancy test, the mare dies before delivering a live foal, the Mare owner may, at the Stallion Owners discretion, substitute with another mare, upon immediately notifying the Stallion owner and payment of the handling fee again. The Live Foal Guarantee may be deemed void if, in the Stallion Owners opinion, the mare is in a neglected or poor condition during pregnancy, is exposed to unacceptable risk, undergoes surgery or is returned to vigorous work. Also, if the mare is sold during pregnancy, the Live Foal Guarantee no longer applies.
2. Mare Owner agrees that the Breeding Manager may have a Veterinarian check the Mare for normal breeding conditions and to perform such other veterinary services as the Breeding Manager deems necessary at Mare Owners expense. Both Mare and foals feet will be cared for on as needed basis at the Mare Owners expense. All Mares to be cervically swabbed for bacterial and/or viral infections before breeding and copy of swab results to be supplied on request.
3. The stallion owner shall make diligent effort to ensure the Mare is impregnated by the Stallion. However, if despite all reasonable attempts, the Mare does not become pregnant in a breeding season, or if the Stallion dies or is incapacitated and unable to impregnate the mare, the Stallion Owner shall not be held responsible and may, at their discretion, refund the service fee only to the Mare Owner, or offer a service to another resident Stallion.
4. The Mare Owner agrees to leave the Mare at the premises of the Stallion Owner until a positive pregnancy test is given by a veterinarian, unless otherwise negotiated. If the mare is to be tested after leaving the stallion owners premises, the results of the pregnancy test are to be made known to the Stallion Owner within one day. The Stallion Owner will have lien over Mare and foal/pregnancy until all fees incurred are paid in full. All fees are to paid before the Mare and foal/ pregnancy will be released to the owner or agent, also all relevant breeding slips etc will not be completed until all fees are paid.
5. The Mare Owner agrees that the Stallion Owner and its representatives shall not be held responsible for accidents to, sickness or death of the Mare and/or foal. The Stallion Owner will take all reasonable precautions in the care and supervision of the Mare and foal. Mare owners are advised that the stallion owner does not offer insurance in any form on mares and or foals not belonging to the Stallion owner. Mare owners are advised to seek and finance their own insurance.

6. Chilled semen - The Mare Owner is responsible for all costs associated with the collection, processing and transport of chilled semen for the Mare.

The following costs are applicable:- First collection & processing are free of charge to non-resident mares.

Normal transport charges and unit hire charges will still apply.

Collection & processing \$110.00 including GST (per shipment)

Shipping unit hire \$ (included in fee)

Transport/postage/freight* \$ (at mare owners discretion and expense)

*It is advisable to obtain insurance on the shipment.

7. The following agistment fees are applicable:-

DRY MARES

1. Grain Fed \$15.40 per day including GST

2. Hay Fed \$13.20 per day including GST

3. Own Feed \$ TBA per day including GST

WET MARES (with foal at foot)

1. Grain Fed \$17.60 per day including GST

2. Hay Fed \$15.40 per day including GST

3. Own Feed \$TBA per day including GST

*Rugs, specific exercise, special care and/or stabling fees to be negotiated.

*Special Conditions-

This contract is dated the _____ day of _____, 2012.

Signature of Mare Owner; _____

AQHA No. of Mare Owner (if applicable); _____

Address; _____

_____ Post code _____

Telephone Number; _____ Mobile; _____

Email Address; _____

Signature of Stallion Owner; _____ Angela Hall. _____

Address; Breakaway Stud,
Northam.
W.A. 6401

Telephone Number: 08 9622 1013 Mobile 0408 706 832 or 0427 706 831

Email address: breakawaystud@westnet.com.au

Approximate Delivery date of the mare/semen required: _____, 2012 (approx.)

Please sign and return to Breakaway Stud at the above address.