



## Weemala Performance Horses

### HORSE BREEDING CONTRACT

#### **THIS AGREEMENT**

is between the individual or entity names in item 1 of Schedule 1 (Stud) and the individual or entity named in item 2 of schedule 1 (Breeder)

#### **BACKGROUND**

The Stud owns or manages the stallion named and identified in item 3 of schedule 1 (Stallion)

The Breeder owns or is entitled to possession of the mare named and identified in item 4 of schedule 1 (Mare)

The Breeder has booked the Mare for natural service by the Stallion (NS program) or for artificial insemination using chilled semen of the Stallion (AI program) as specified in item 5 of schedule 1

The NS Program and the AI program (together breeding program) are governed by the terms of this agreement including schedule 1

#### **THE STUD AND THE BREEDER AGREE:**

##### *1. Condition of Mare*

If the breeding program occurs on the Stud's premises:

- (a) the Breeder must ensure that on arrival at the Stud the Mare will be:
  - (i) halter broken and able to be led;
  - (ii) free of illness and disease;
  - (iii) free from injury, except as disclosed in item 6 of schedule 1;
  - (iv) not suffering any impediment to breeding that would be obvious to a reasonable person; and
  - (v) Totally unshod (NS program only);
- (b) the Stud may engage a veterinarian to examine and evaluate the Mare's reproductive system, at the Breeder's cost, to determine the Mare's suitability for breeding to the stallion; and
- (c) the Stud may decide the Mare is not a likely breeder, in which cast the Breeder:
  - (i) must remove the Mare within 5 days after a request to do so; or
  - (ii) may, if the stud consents, assist the Mare at the Stud until the Mare becomes likely to breed.

##### *2. Service fee, breeding costs and general lien*

2.1 The Breeder must pay the service fee specified in item 7 of schedule 1:

- (a) in the case of the NS program – on confirmation of a 40-day positive pregnancy test result or prior to the Mare leaving the Stud's premises, whichever occurs first; or
- (b) in the case of the AI program when the Breeder signs the agreement and returns it to the Stud.

2.2 The Breeder must pay a non-refundable handling/booking fee of \$150 when the agreement is signed and returned to the Stud. This fee is deductible from the Service Fee for the AI program.

2.3 The breeder grants the Stud a general lien over the Mare, as security for:

- (a) any money owing to the Stud under this agreement; and
- (b) any current liability to indemnify the Stud however arising.

2.4 The Stud may keep the Mare until all money owing by the Breeder to the Stud is fully paid and all other liabilities of the Breeder to the Stud are fully discharged.

##### *3. Service of Mare*

The Stud must:

- (a) in the case of the NS program, cause the Stallion to serve the Mare the number of times that are likely to result in a positive pregnancy test; or
- (b) in the case of the AI program – provided all fees relating to the collection and transportation of the semen are paid, supply sufficient semen (Dose) to the Breeder or to whoever the Breeder directs in writing.

4. *Transport of semen* 4.1 The Breeder must give the Stud and its nominated collection agent, at least 72 hours prior written notice of where and to whom the Dose is to be transported (Destination Point)  
4.2 Ownership of the Dose passes to the Breeder when all money owing to the Stud under this agreement is fully paid.  
4.3 Risk of loss or damage to the Dose passes to the Breeder when the Dose is delivered to the transporter for transport to the Destination Point
5. *Veterinary services* The Breeder authorizes the Stud, as agent for and in the name of the Breeder, and at the Breeder's cost, to engage a veterinarian to examine, test or treat the Mare.
6. *Service certificate* If the Breeder does not owe any money and has no current liability to the Stud, the Stud must provide the Breeder with a Service Certificate no later than 28 days after receiving proof of a positive pregnancy of the Mare.
7. *Free return* 7.1 If the free return applies (see item 8 of schedule) then, subject to clause 7.2:  
(a) the Breeder is entitled to a repeat of the same breeding program, on the terms of this agreement, except for this clause 7;  
(b) the Breeder may rebook the Mare or a replacement mare for the same or next breeding season; and  
(c) the Stud will not charge a service fee for the breeding program, but the Breeder must pay all other breeding costs.  
7.2 The free return is conditional on the Breeder:  
(a) giving the Stud a veterinarian's report addressed to the Stud confirming that the Mare failed to produce a live foal (see item 9 of schedule 1) and stating the probable cause;  
(b) proving to the Stud's reasonable satisfaction that the Breeder did not contribute to the probable cause of the Mare's failure to produce a live foal; and  
(c) assuming the Mare is alive, the Breeder remaining the breeder of the Mare.
8. *Limited liability* The Stud and its employees, agents and contractors, whether acting in their own right or as agent of the Breeder, are not liable to the Breeder as a result or, relating to or in any way arising out of:  
(a) death, injury, illness or disease of the Mare;  
(b) death of, or harm to, the Breeder; or  
(c) loss of or damage to personal property belonging to the Breeder, however caused, including (but not limited to) the negligence or default of the Stud or its employees, agents or contractors.
9. *Stud may sell Mare* 9.1 It is a default event if:  
(a) any money remains owing to the Stud; or  
(b) any current liability of the Breeder to indemnify the Stud remains undischarged, for 21 clear days after the money was due and payable or the liability was incurred.  
9.2 If a default event occurs, the Breeder irrevocable authorises the Stud, as agent for the Breeder and in the Breeder's name or otherwise on the Breeder's behalf to:  
(a) sell, dispose or otherwise deal in any way with the Mare: and  
(b) do all things and execute all transfers and other documents necessary for or incidental to the sale, disposal or other dealing.  
9.3 The Stud may sell the Mare buy private contract, public tender or public auction, to any person on any terms that the stud considers appropriate.  
9.4 The Stud must apply the proceeds of sale, disposal or dealing with the Mare in this order:  
(a) all costs of and incidental to the sale, disposal, or dealing;  
(b) any money owing to the Stud;  
(c) any currently liability to indemnify the stud; and  
(d) any residual to the Breeder  
9.5 The Stud as agent may do any thing and execute any transfer or other document even though it involves or might involve a conflict of interest for, or confers or might confer a benefit on, the Stud. In those circumstances, the Stud is not liable to the Breeder or any other person because of the conflict or benefit of for any other reason.
10. *Indemnity* The Breeder indemnifies:  
(a) the Stud against costs and expenses of and incidental to exercising any right or power under this agreement or conferred on the Stud by law; and  
(b) the Stud and the Stud's employees, agents and contractors against any claim, expense, loss, liability, damage or legal costs (on an indemnity basis) that any of them suffer, incur or a liable for, arising out of or relating to any negligence or misconduct of the Breeder.

11. General

11.1 If the Stud considers that the Mare poses a danger to its handlers or the Stallion, the Breeder must remove the Mare within 5 days after a request to do so.  
 11.2 The Stud is not obliged to hold or keep current an insurance policy covering death of or injury to the Mare or loss of or damage to the dose.  
 11.3 If any term of this agreement is void or unenforceable for any reason, it must be severed and the document must be construed without it and the remainder given full force and effect.  
 11.4 The terms of this agreement constitute the entire agreement of the parties concerning this subject. The only enforceable obligations and liabilities of the parties in relation to the subject are those expressed in this agreement or necessarily implied into it by statute. Any prior representations, statements or promises in relation to the subject are merged in and superseded by this agreement.  
 11.5 Any addition to or variation of the terms of this agreement must be written and signed or initialed by the parties.

12. Governing law and jurisdiction

11.6 An individual signing this agreement for a Breeder, which is a company, warrants that he or she does so with the express authority and on behalf of the Breeder.  
 12.1 The laws of the state or territory in which the Stud's premises are located apply to this agreement  
 12.2 The parties submit unconditionally to the non-exclusive jurisdiction of the courts and tribunals of that state or territory in respect of any claim or dispute between them under this agreement.

**SCHEDULE 1**

<b>Item 1</b>	<i>Stud's name, address, telephone and email</i> Weemala Performance Horses 374 Weemala Lane Michelago NSW 2620 <a href="mailto:weemala@live.com.au">weemala@live.com.au</a> 0404025614
<b>Item 2</b>	<i>Breeders's name, address, telephone and email</i>
<b>Item 3</b>	<i>Stallion's name and identification</i>  Moonbah Fortune Cookie AMHA 184718 MHAA 363
<b>Item 4</b>	<i>Mare's name and identification</i>
<b>Item 5</b>	<input type="checkbox"/> <i>NS Program</i> <input type="checkbox"/> <i>AI Program</i>
<b>Item 6</b>	<i>Pre-existing injuries (if none, write nil)</i>
<b>Item 7</b>	<i>Service Fee</i>
<b>Item 8</b>	<i>Free return</i> <input type="checkbox"/> <i>Yes</i> <input type="checkbox"/> <i>No</i>
<b>Item 9</b>	<i>Live foal definition</i> Foal stands and nurses without assistance for a period of at least 24 hours from the time of birth

**SIGNATURES**

Signed by or on behalf of the Stud	Date
Signed by or on behalf of the Breeder	Date
Print name of person signing for the Breeder	