



HORSE BREEDING CONTRACT

THIS AGREEMENT is between the individual or entity named 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 fresh, chilled or frozen 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 BREEDER AGREEMENT:

- 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 of 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 if deemed necessary;
 - (c) The Stud may decide the Mare is not a likely breeder, in which case the Breeder:
 - (i) Must remove the Mare within 7 days after a request to do so; or
 - (ii) May, if the Stud consents, agist the Mare at the Stud until 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 42-day positive pregnancy test result; or
 - (b) in the case of the AI Program – when the Breeder signs this agreement and returns it to the Stud.

- 2.2 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.

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;
 - (i) Off the Stud's premises – provided all fees relating to transportation of the semen are paid or secured, supply sufficient semen for the number of inseminations of the mare specified in **item 8** of schedule 1 (**Dose**) to the Breeder or to whoever the Breeder directs in writing (AI program occurring off the Stud's premises); or
 - (ii) On the Stud's premises – inseminate the Mare with the Dose.

4. Live Foal Guarantee

- The Stud offers a 48 hour live foal guarantee provided that the Breeder takes reasonable care and that the foal does not die from an injury.

5. Veterinary Services

- The Breeder authorises 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 if the need arises.

6. Service Certificate

If the Breeder does not owe any money and has no current liability to the Stud:

- (a) 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, except in cases where the AI program occurred off the Stud's premises; or
- (b) If the AI occurred off the Stud's premises, the Stud will, if requested by the Breeder, certify the details of the supply of the semen. The Stud will not, in any circumstances, issue a service certificate relating to insemination of the semen.

7. Free Return

7.1 If the free return applies (see **item 9** of schedule 1) 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 10** 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 of, 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. 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 are liable for, arising out of or relating to any negligence or misconduct of the Breeder.

10. General

- 10.1 If the Stud considers that the Mare poses a danger to its handlers or the Stallion, the Breeder must remove the Mare within 7 days after a request to do so.
- 10.2 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.
- 10.3 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.
- 10.4 The terms of this agreement constitute the entire agreement of the parties concerning its subject. The only enforceable obligations and liabilities of the parties in the 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.
- 10.5 Any addition to or variation of the terms of this agreement must be written and signed or initialled by the parties.
- 10.6 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.

11. Governing law and Jurisdiction

- 11.1 The laws of the state or territory in which the Stud’s premises are located apply to this agreement.
- 11.2 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.

Sign and date last page

SCHEDULE 1

ITEM DESCRIPTIONS (tick relevant boxes)

ITEM 1	Midas Performance Horses RMB 2023 YORK WA 6302	Website: www.midasperformancehorses.com Ph: 0409 031 151 or 0488 541 107 Email: midasstud@hotmail.com
ITEM 2	Breeders Name: Address: Contact Number:	
ITEM 3	Mallawa Park Pseudo echo Pinto; S6344A, Arabian Pony; APC895 Chestnut Tobiano Stallion, 13.3 ½ h	
ITEM 4	Mare's Name: Identification / Registrations: Markings:	
ITEM 5	<input type="checkbox"/> NS program <input type="checkbox"/> AI program If AI program: <input type="checkbox"/> Fresh <input type="checkbox"/> Chilled <input type="checkbox"/> Frozen <input type="checkbox"/> Supply only <input type="checkbox"/> Insemination	
ITEM 6	Pre-existing injuries (if none, say nil)	
ITEM 7	Service Fee (including GST)	\$750
ITEM 8	Number of inseminations in a dose:	
ITEM 9	Free return: <input type="checkbox"/> Yes <input type="checkbox"/> No	
ITEM 10	Live foal definition:	

SIGNATURES AND DATE

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: _____