

BREEDING CONTRACT 2003

THIS STALLION BREEDING CONTRACT for the breeding season 2003 is made and entered into on this day of.... /.... /.... By and between J - BAR - C Quarter Horses hereinafter designated as Breeder and hereinafter designated Mare Owner.

Mare Owner agrees to breed the Mare Registration number..... to the Stallion registration number **For the fee of \$2200.00 Inc GST** for a live foal subject to the following conditions.

1. **The Stallion fee includes a non- refundable booking fee of \$550.00**, payable upon execution of this contract (see attached invoice). The non-refundable booking fee includes one (1) shipment of cooled semen. If semen is requested for weekend or public holiday delivery then the extra costs incurred will be at the mare owner’s expense. The stud must receive the booking fee before any shipments of semen are made. If more than one shipment of semen is required then a collection fee and courier costs will apply. These costs must be paid prior to shipment being made. **The balance of all fees must be paid on a 42-day pregnancy test. Invoices are payable on receipt.**
2. Mare owners that wish to breed their mares at the Stallion station (EABS) will enter into a separate contract with EABS for both breeding (AI) and agistment (See attached information sheet for terms, conditions, charges and contact details. J - BAR - C Quarter Horses will pay for up to three collections of semen for breeding purposes for the nominated mare whilst agisted at EABS.
3. This contract contains a **“live foal guarantee”(LFG)**. For this purpose a live foal is described as a newborn foal which stands and nurses without assistance. If the foal is born dead, a veterinary certificate must be provided within seven (7) days in which case the mare will be eligible for a return service the following year. If returned the following year a handling fee of \$550.00 Inc GST is payable. Broodmares, which are bought back into work whilst pregnant, will not be given a LFG regardless of conditions. Mares that are sold on to new owners in foal will not have a LFG included with the sale. It remains with the original mare owner only.
4. A Breeders certificate will be issued for the foal conceived by this mating, when the stallion fee and all other expenses are paid in full and, at Breeders option (a) pronounced safe in foal (b) has produced a live foal by this mating.
5. It is further agreed that should the stallion die, be sold by the owner, or become unfit for service, prior to settling the mare, that \$1650 less GST of the breeding fee be refunded – if it has been paid in full – thereby cancelling this entire contract, or, if the mare dies or becomes unfit to breed, the breeder has the option to either (a) accept another mare subject to original qualifying conditions as a replacement or (b) refund \$1650 less GST of the breeding fee – if it has been paid in full – thereby cancelling this contract.
6. Mare owner acknowledges that A.I. shipments that transpire into a public holiday or weekend may face delivery risk within the accepted time frames. It is the responsibility of the mare owner to attempt to have the mares ready to breed at times that reduce this risk.
7. This contract represents the entire agreement between the two parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional conditions.
8. This contract is non-assignable and non-transferable.

WHEN MARE OWNER AND BREEDER SIGN THIS CONTRACT IT WILL THEN BE BINDING ON BOTH PARTIES, SUBJECT TO THE ABOVE TERMS AND CONDITIONS

I Herby agree to breed my mare named above, to the Stallion named above in the following manner

_____ By Transported chilled Semen

_____ By Artificial insemination at EABS - subject to EABS Terms and Conditions

My mare is Dry _____ Wet _____ Maiden _____

.....**DATE**.....
Breeders (or Authorised agents) signature

.....**DATE**.....
Mare Owners (or Authorised agents) signature