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Horse Breeding Contract

Chilled Semen Supply & Insemination

This agreement is between Bloomfield Farm Pty Ltd ABN 18 120 576 883 of Crossover, Victoria 3821(Stud) and the breeder named in Item 1 of the Schedule (Breeder).

There are five Purchasing Options for Stallion Services.

Option 1: Full Service Rate – This Service includes Pregnancy and Live Foal Guarantees.

1. Full Service Fee of \$2400 is payable when making this booking.
2. The Stud will supply additional semen upon request and confirmation from a vet, verifying the mare has not conceived after insemination with the original Dose.
3. The Stud guarantees one healthy live foal for each service fee paid, and will supply additional semen under the terms of this agreement, subject to the Breeder giving the Stud a Veterinarian's report addressed to the Stud confirming:
 - a. that the Mare aborted/slipped the foal, or;
 - b. the foal was stillborn, or;
 - c. the foal was born with compromised health which subsequently resulted in death or euthanasia of the foal. An autopsy report will be required in this instance.
 - d. Other instances of 'bad luck' will be considered on a case by case basis, and a Free Return may be negotiated, at the sole discretion of the Stud.
4. A maximum of one pregnancy is allowed for each Full Service purchase.
5. This service may be sold on or transferred to a third party providing no positive pregnancy has been achieved or live foal has been born.



Option 2 & 3: Pay As It Grows – Payment Plans for Full Guarantee Services

- 2: Payment Plan over 6 months, total payable = \$2600
\$500 Paid Up Front at the time of Booking, followed by 5 monthly payments of \$420 via Direct Debit.
 - 3: Payment Plan over 12 months, total payable = \$2700
\$500 Paid Up Front at the time of Booking, followed by 11 monthly payments of \$200 via Direct Debit.
1. The same Guarantees apply as per Option 1, providing the Payment Plan schedule has completed.
 2. This service may be sold on or transferred to a third party, providing no positive pregnancy has been achieved or live foal has been born, and all monies are paid in full.

Option 4: Pay On Pregnancy – Full Guarantee Service split over 2 payments

1. An up front fee of \$1500 is payable when making a Pay On Pregnancy booking, which is non refundable.
2. The Stud will supply additional semen upon request and confirmation from a vet, verifying the mare has not conceived after insemination with the original Dose.
3. After confirmation of a positive 45 day pregnancy, a further \$1000 is payable. If no pregnancy is achieved no further fee is payable.
4. Providing both initial payment and 'on pregnancy' payment have been paid, the same Guarantees apply as per Option 1.
5. This service **cannot** be sold on or transferred to a third party.

Option 5: Per Dose Rate – This Service is sold as a Single Dose.

1. Payment is required at the time of Booking.
2. One insemination may be purchased at the one insemination price of \$1250. A maximum of one pregnancy is allowed for each insemination Dose.
3. No semen is to be sold on or transferred to any other person or persons for achieving a pregnancy.
4. There is **no** pregnancy guarantee and **no** live foal guarantee with this Option.

Item 2 of the Schedule must be clearly marked according to the Purchasing Option the Breeder requires.



TERMS AND CONDITIONS

1. The Breeder must pay:
 - a. The service fee in Item 2 according to the Purchasing Option chosen, which is non-refundable.
 - b. All other costs and expenses associated with the semen supply, semen insemination and agistment of the Mare (if applicable), chargeable at the Stud's current rates.
2. The Stud will, on payment of:
 - a. [visiting mares] the service fee and subject to the Stud's rights under Clause 3, inseminate enough semen of the Stallion identified in Item 3 (Stallion) in to the Mare identified in Item 4 (Mare); or
 - b. [chilled semen] the service fee and all other costs and expenses relating to collection (currently \$250 inc gst), packaging and transport (please see Rates Sheet), and subject to the Stud's rights under Clause 3, supply enough semen of the stallion identified in Item 3 (Stallion) to inseminate the mare identified in Item 4 (Mare) (Dose) to the Breeder or to whoever the Breeder directs in writing, to inseminate the Mare and only the Mare.
3. The Stud may refuse to inseminate the Mare if:
 - a. The Mare poses an unacceptable danger to herself, her handlers or the Stud's property,
 - b. The Mare is unsuitable for breeding, as determined by the Stud in it's absolute discretion; or
 - c. The Breeder does not fulfill any of the conditions referred to in Clause 6.
4. In the event that the service is used in an Embryo Transfer program and more than one embryo is recovered, additional service fees are payable in accordance with the number of embryos recovered at the rate of \$1250 for each additional embryo. Live foal guarantees will apply if the original service was purchased using Option 1- 4 and full payment has been made.
5. In the event that the Stallion dies or is rendered unfit or unavailable for any reason to produce semen, the Stud will replace the Stallion with another stallion on the Stud's current breeding list, chosen by the Breeder, who's current service fee is not more than the Stallion's service fee, on the terms of this agreement, and will refund the Breeder any difference between the two fees.
6. The Breeder must ensure (and provide evidence to the Stud if requested) that on arrival to the Stud the Mare will be:
 - a. Halter broken and able to be led and tied;
 - b. Currently vaccinated for Tetanus and Strangles



- c. Unshod and un-rugged;
 - d. Free of illness and disease;
 - e. Free of injury, except as disclosed in Item 6
7. In all cases of supply of chilled semen:
- a. The Breeder must give the Stud at least 24 hours prior written notice via our Chilled Semen Order Form, detailing when and where the semen is required
 - b. Risk of loss and harm to the Dose passes to the Breeder at the moment when:
 - i. The Dose is delivered into the custody of the transporter for the transport to the destination point; or
 - ii. The Dose leave the Stud's premises
 - c. The Container transporting the Dose belongs to the Stud and must be returned undamaged to the Stud, as soon as the Dose is inseminated or transferred to a Veterinarian's storage facility, whichever happens first. Fees will apply for container's that are not returned.
8. The Breeder authorizes the Stud, as agent for and in the name of the Breeder, at the Breeder's cost in all Respects, to engage a Veterinarian, farrier, dentist or other health or welfare professional to examine, test or treat the Mare whenever the Stud in it's absolute discretion, considers it necessary or prudent to do so.
9. Provided all money owing and liabilities to the Stud under this agreement are paid and discharged, the Stud will **upon request**:
- a. Give the Breeder a service certificate at the end of the breeding season, subject to the Stud's receipt of the Service Certificate Request Form, and a Mare AI Form duly completed and signed by the Veterinarian or AI Technician who inseminated the Dose in the Mare, confirming a 45 day positive pregnancy test.
10. In the event that the Mare as described in Item 4 of the Schedule is no longer available or suitable for breeding, a substitute mare owned or leased by the Breeder as described in Item 1 of the Schedule will be allowed.
11. [Visiting Mares] The Breeder expressly authorizes the Stud:
- a. to clip the underside of the tails of all non-show mares (hygiene);
 - b. to carry out, perform and administer all tests, procedures, treatments and medications including (but not limited to) scanning the Mare, relating to or arising by reason of:
 - i. the breeding condition of the Mare;
 - ii. the insemination of the Mare with the Dose.



12. The Breeder indemnifies and holds harmless the Stud, it's officers, employees, agents and contractors and holds them harmless from and against:
 - a. All costs and expenses of and incidental to exercising or attempting to exercise any right or power under this agreement or conferred on the Stud by law
 - b. Any loss, damage, expense, cause of action, liability, claim, proceeding, suit or demand of any nature arising from or related to any of the terms of the agreement.

13. Subject to any laws limiting or prohibiting the Stud, the Stud and its employees, agents and contractors are not liable to the Breeder or any other person as a result of, relating to or in anyway arising out of death, injury, illness, disease, condition or vice of the Mare (and any foal alongside), however caused, including (but not limited to) the negligence or default of the Stud, its employees, agents or contractors involving any act or failure to act including tests, procedures, treatments and medications described in Clause 11. Where any such laws apply and it is permissible for the Stud to limit its liability for any loss and damage (whether directed or consequential) its liability will not exceed the cost of the service fee.

14. The Stud is not obliged to hold or keep current an insurance policy covering death or injury to the Mare (and any foal alongside) or the Mare's foetus, or loss of or damage to the Dose or the shipping container.

15. The laws of Victoria apply to this agreement and the parties submit unconditionally to the nonexclusive jurisdiction of the courts and tribunals of Victoria in respect of any problem, dispute or claim between them. The Breeder must pay penalties interest under s.58 Supreme Court 1986 (Vic) on all money due and payable from the due date.

16. This agreement incorporates the Mare's Marking Sheet which must fully and accurately record the Mare's brands and markings and be returned to the Stud at the same time as this document.

Breeders Acknowledgement

I have read and understood all Options, Terms and Conditions of this Breeding Contract and agree and consent to this agreement.

Signed by Breeder: _____ Date: _____

Name: _____

SCHEDULE

Item 1

Breeders Name: _____

Breeders Address: _____

Town/Suburb _____ P/Code _____

Phone: _____ Mobile: _____

Email: _____

Item 2

Service Fee Option: **Option 1** **Option2** **Option3** **Option 4** **Option 5**

Please Circle Your Choice

Full Payment

Payment Plan

Payment Plan

Pay On

Per Dose

\$2400 Up Front

6 Months

12 Months

Pregnancy

\$1250

\$500 Up Front

\$500 Up Front

\$1500 Up Front

Item 3

Stallion:

(Please Circle)

Fürst Love

/ Versace

/ Amarouk

/ Forenz

Item 4

Mare's Details

Name: _____

Breed & Registration ID: _____

Height and Colour: _____

Year of Birth: _____

Sire: _____ Dam's Sire: _____

Maiden Mare

Dry Mare

Foal at Foot

Item 5

(Tick Applicable Box)

Supply & Insemination at Stud

Reproductive Fees and Agistment applies

Supply of Chilled Semen Only

Collection and Transport Fees applies

Item 6

Pre-existing Injuries (if none, state nil) _____

Item 7

Details of Vet/AI Technician Receiving Chilled Semen:

Receiver's Name: _____

Receiver's Address: _____

Town / Suburb: _____ Postcode: _____

Closest Airport: _____

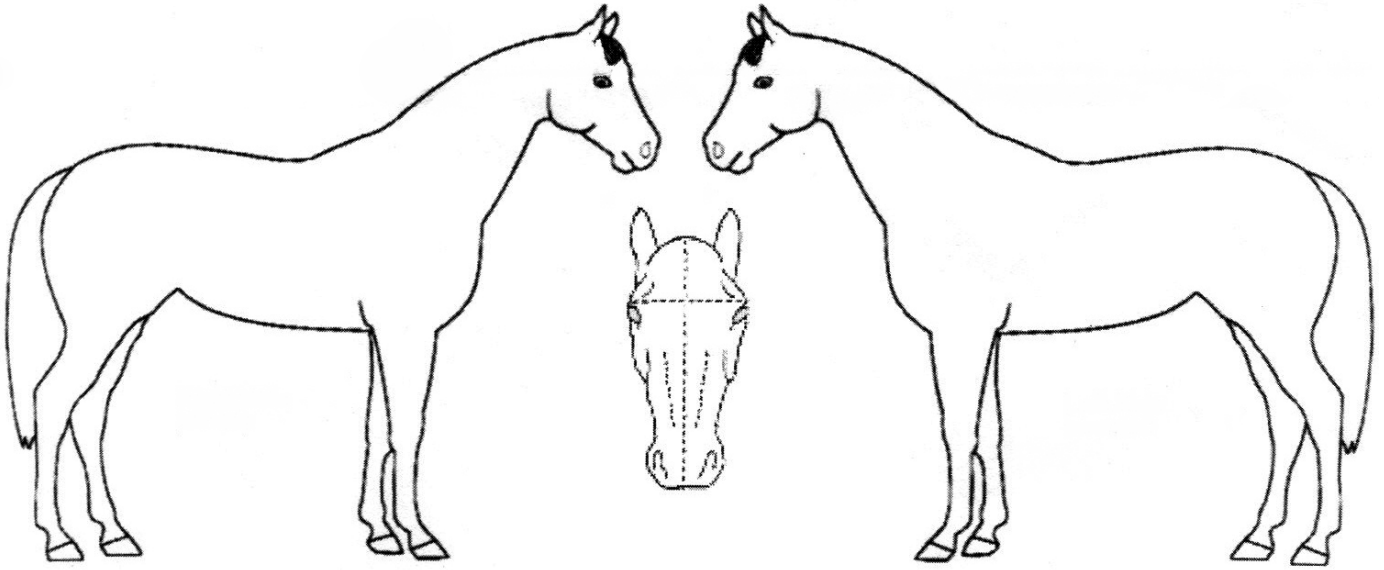
Phone: _____

Email: _____

BLOOMFIELD FARM

Warmblood Stud

MARE'S MARKINGS AND BRANDS



Please record all markings, brands and major scars on the diagram above

Mare's Name: _____

Owner's Name: _____

This form must be attached to the Bloomfield Farm Breeding Contract and returned to:

Bloomfield Farm, 1246 Bloomfield Rd, Crossover VIC 3821

or Email: info@bloomfieldfarm.com.au

Payment Options

- Payment of Service Fee is required with the Breeding Contract.
- Collection and Shipping Fees are required **prior** to dispatch of Chilled Semen.
- Reproductive Fees for Mares visiting the Stud are required **prior** to Mare leaving the Stud.

1. Direct Deposit or Electronic Transfer into our bank account:

Bank: National Bank

Name: Bloomfield Farm Pty Ltd

BSB: 083 953

Account No: 797 326 461

Please use your name as the reference and email or fax us the receipt.

2. Credit Card Payment

Complete the details below and post or fax this form with the Breeding Contract to Bloomfield Farm.

Please charge the amount of \$_____ to the card below.

Card Type: VISA / MASTERCARD / BANKCARD

Card Number: ____/____/____/____

Expiry Date: ____/____ (MM/YY) CVV: ____

I authorize Bloomfield Farm Pty Ltd to charge my credit card for the amount above, and for any additional Collection and Shipping Fees related to this Breeding Contract, as they become due and payable.

Name on Card: _____ Signature: _____

3. Cheque:

Please make cheques payable to Bloomfield Farm Pty Ltd, and forward to:

1246 Bloomfield Rd

Crossover, Victoria 3821

To Avoid Delays in the dispatch of Chilled Semen, please ensure all paperwork, including Chilled Semen Order Form, Payment Receipts, Cheques etc have been received by the Stud at least 24 hours prior to the scheduled dispatch of semen.