

BLACK HORSE MANOR

2010/11 Chilled Semen Breeding Contract PURE SPANISH MARES (Non-PRE)

Stud Principal:

Ms Sabina Callaghan
Black Horse Manor
75 Candy Road
Burra Creek NSW 2620
Ph: 02 62363055
Mobile: 0402639753
Email: sabina@blackhorsemanor.com.au

ABN: 44645428041

Stallion: Galero XIV (Imp)

This contract entered into on the date of acceptance, by and between the designated Mare Owner..... and stallion owner **Sabina Callaghan (hereafter known as the Stud Principal)** of **Black Horse Manor (the Stud)** who mutually agree to abide by the following terms and conditions:

- 1. Name of Mare (hereafter known as the mare):**
- 2. Mare Owner: (Hereafter known as the Mare Owner or purchaser):**
.....
- 3. Service Fee:** \$2,200 inc GST (Cheques made payable to Sabina Callaghan)
- 4.** The Mare Owner must pay the service fee in Item 3 when the Mare Owner signs this agreement and returns it to the Stud, which is not refundable except as provided in clause 11 and 12.
- 5. Semen:** No semen will be collected until the service fee and signed contract subject to clause 3 and 4 is received by the Stud. On request subject to clause 8, the Stud will supply enough semen of the Stallion subject of this contract, to inseminate the mare identified in clause 1.
- 6. Semen Collection Costs:** The collection is performed by Canberra Equine Hospital. Canberra Equine Hospital determines the exact fee. The invoice is sent directly to the Mare Owner and must be paid by the Mare Owner.

- 7. Semen Transport Costs:** Transport of semen, container costs to and from, and packaging are the responsibility of the Mare Owner.
- 8. Chilled Semen:** The Mare Owner must give the Stud at least 48 hours prior notice of where and to whom the dose is to be transported to (destination point). The risk of loss and harm to the dose passes to the Mare Owner 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 leaves the Stud's premises.
- 9. 16 day Scan:** A 16 day post insemination scan is compulsory. This scan is to confirm pregnancy and eliminate twins. Written notification of positive or negative 16 day scan form the vet must be forwarded to the Stud Principal if requested. If this scan is not undertaken then the live foal guarantee is null and void and the mare will be assumed pregnant, and the Mare Owner must pay the full service fee.
- 10. All scans herein and INSEMINATION are to be performed by a licensed veterinarian.**
- 11.** The Mare Owner acknowledges that the Stud principal (seller) shall not be responsible for any delays that may occur in relation to transport. The seller does not indemnify the Mare Owner for any losses that may occur as a result of any delay that may occur. The Mare Owner acknowledges that it is the responsibility of the Mare Owner to obtain insurance cover for such events.
- 12. Unavailability of Semen:** In the event the Stallion dies or is rendered unfit or unavailable for any reason to produce semen, the Stud will refund the Mare Owner the service fee less 10%.

13. LIVE FOAL GUARANTEE

If the foal dies within 24 hours of birth and -

- I. A vet certificate stating cause of death is produced; and
- II. The foal does not die as a result of neglect of the mare/foal or fault of the Mare Owner or misadventure

the Mare is entitled to return to the same stallion the **next** breeding season only. The collection fees, transport fees, vet fees and other associated charges still apply and are the responsibility of the Mare Owner. If the stallion is not available then, **and only on the unavailability of the stallion**, will the amount of \$2,200.00 inc GST, less 10%, be refunded.

This live foal guarantee and contract only applies to the mare and stallion nominated in this contract and only for the following

season. This live foal guarantee and contract is not transferable and is only valid for the Mare Owner at the time of signing of this contract.

14. Service Certificates: Provided all money owing and liabilities to the Stud under this agreement are paid and discharged, the stud will give the Mare Owner a service certificate.

15. Insurance: Responsibility for insurance and risk of loss passes to the Mare Owner with this contract. The Mare Owner assumes the unavoidable risks inherent in all horse related activities, including but not limited to accident, theft, illness, death, loss, damage and injury to the semen, shipping container, owner's horse(s), owner and family members. The Mare Owner agrees to look solely to his/her insurance, if any, for compensation for any such loss and further agrees to indemnify and hold harmless, the Stud, the stallion Breeder, stallion owner, their families and employees.

16. In the event it becomes necessary to refer debts arising from this contract to a solicitor for collection, or if suit is instituted hereon, the Mare Owner agrees to pay all reasonable costs and legal fees incurred in the suit or collections. Payment past due thirty (30) days will be considered a default.

17. The Mare Owner further agrees that this contract is made and entered into in the state of New South Wales and that it shall be interpreted, enforced and transacted under the laws of said state regardless of the manner of breeding solicitation.

18. The Mare Owner's signature on this contact certifies that he/she has read and fully understands all of the terms and conditions outlined herein and accepts this contract as a legal and binding instrument on behalf of the Mare Owner, Mare Owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements whether verbal or implied, are included. This contract may not be transferred or assigned.

Name.....

Signature

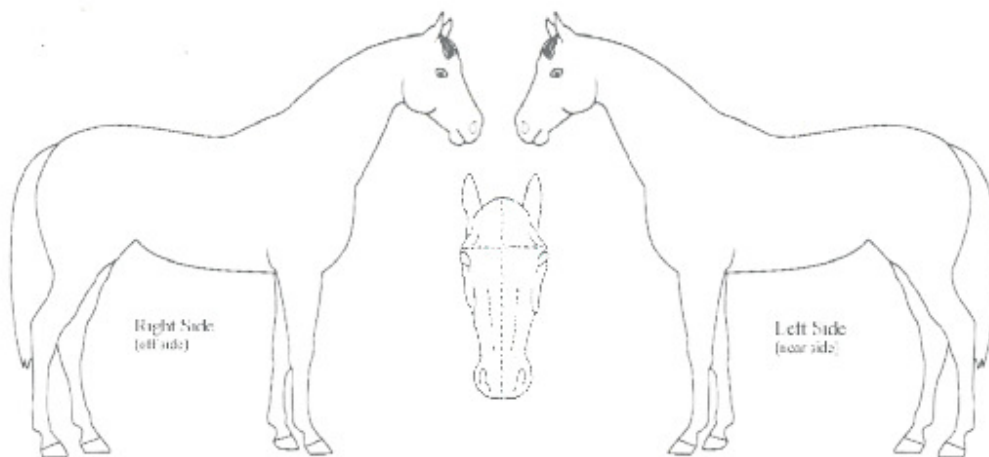
Date

E&OE

Conditions and charges may alter at any time

Please enter all details

MARE BRANDS & MARKINGS



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

Mare's Name.....

Breed.....

Registration Number.....

Colour.....