

TALLY STATION QUARTER HORSES

Owner's Name: ----- JUSTA COWBOY
Address: ----- YEAR 2007
Town; ----- State: ----- Postcode:-----
Phone No.: Business: ----- Home:----- Fax:-----
Mare's Name: ----- Reg No.: -----
Mare's Condition: -----
(Maiden / Foal at Foot / Empty / etc.)
Mare will be bred at----- with transported cooled semen

Service fee Applicable: \$ 880.00 inc: booking + Usage Fee ----- Total \$880.00-----
Non - Refundable Booking Fee \$ 350.00 ----- Cheque No.:----- Date:-----
Balance Service Fee: \$ 530.00----- Cheque No.:----- Date:-----
Cooled shipped semen ~ Half of the total stud fee plus collection & shipping must be paid prior to 1st shipment.

This contract entered into on the date of acceptance, by and between the designated mare Owner and stallion Breeder who mutually agree to abide by the following terms and conditions:

1. *The Owner agrees to breed the listed mare to the stallion during the designated breeding season for the specified stallion service fee which includes a non-refundable booking deposit of \$350 that is due with this contract. A copy of the mare's Registration Certificate is also required.*
2. *During the term of this contract, the breeder will provide all services in accordance with accepted industry standards, including but not limited to hiring a veterinarian at the Owner's expense to care for Owner's horses.*
3. *Owner's account must be paid in full prior to taking possession of the mare. A \$5 per day fee will be added on mares that are not picked up within 30 days following notification that the mare is safe in foal Interest of 5% per month will be added to all outstanding fees if unpaid within 14 days after 45 days positive preg test.*
4. *A Live Foal Guarantee (LFG), IF offered by the Breeder in the Stud Fee, shall be provided if the mare is not in foal, produces a foal that is stillborn or is unable to stand and nurse. The Breeder is*

subsequently held harmless from all liability. The owner will receive a return service in the year following at a cost of \$350 to cover Stud laboratory and handling charges. If necessary, an alternative mare may be substituted in that year by agreement with the Breeder.

The mare must be quiet and have been halter broken, free from infectious or contagious disease, wormed regularly, vaccinated annually for Tetanus, strangles, and certified in good physical and sound breeding condition prior to her delivery to the breeding farm and thereafter. The breeder must be informed of any foal death within 7 days and of any miscarriage within 30 days by certified letter, declared and identified by a veterinarian. Return receipt requested.

The mare must not have had her labour artificially induced, nor may she have been returned to an active performance career. The Breeder must have been allowed adequate time to impregnate the mare through at least 3 heat cycles. The mare must be ultra-sounded for pregnancy within 17 to 21 days following breeding, again at 30 to 45 days. All services herein including INSEMINATION are to be performed by a licensed veterinarian.

5. A breeder's certificate will be issued after a 45 day positive pregnancy test and before May the following year. After all costs & charges have been paid & when all PHAA documentation has been completed.
6. Should the stallion die, become unfit for service or be sold, the Breeder's liability is discharged fully by the return of the balance of the service fee on behalf of the stallion's inability to breed. In the event of death or sale of the specified mare, no return of fees or other compensation or damages will be given or are payable.
7. 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 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 stallion Breeder, stallion owner, their families and employees.
8. 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 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 and the Breeder is entitled to a possessory lien against owner's horse (s) and in this respect, the Owner hereby appoints the Breeder as the Owner's attorney with the power to sell the mare and/or any progeny if such fees or charges are unpaid as aforesaid and to execute all necessary documents to achieve this end.
9. Owner further agrees that this contract is made and entered into in the state of Queensland and that it shall be interpreted, enforced and transacted under the laws of said state regardless of the manner of breeding solicitation.
10. The 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 Owner, 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.

11. A certificate verifying that the mare has been wormed and tested free from infection conducted within 7 days prior to her arrival at Tally Station must accompany the mare. If this certification is not provided the mare shall be tested and wormed on her arrival and this cost will be charged to the Owner's account. The Breeder reserves the right to reject the mare and return the booking fee if in the opinion of the Breeder or the Breeder's veterinarian, the mare is unfit to be bred. The Owner shall be informed of such rejection of the mare within 48 hours of veterinary advise at the breeding establishment. The Owner may substitute an acceptable mare by agreement with the Breeder. The Owner shall be liable for all costs associated with the transport and care of the specified mare and substitute mare.

Additional Conditions for Mares Bred with Cooled Semen

12. Shipments of semen will be charged per shipment plus collection and shipping charges. A \$150.00 collection fee is charged per collection to cover veterinary costs for processing. Shipping to be advised. The Breeder's responsibility is to ship the semen in viable condition to the mare owner. The mare must be inseminated on the date of delivery by a licensed veterinarian. The semen is to be used for the designated mare only.
13. The stallion has been blood-typed. The semen has been analysed and tested and is free from infectious and contagious disease. Sperm count, motility and collections and packaging procedures, meet and / or exceed industry standards.
14. All shipping and delivery fees are at the Owner's expense. Requests for semen must be received no later than 8.00 am on a regularly scheduled breeding day.
15. When a reduced service fee is offered the mare owner agrees to pay the stallion owner the difference between that service fee & the normal advertised service fee for the stallion if the mare is sold whilst in foal to the stallion..
16. The mare owner agrees to pay \$ 150.00 handling when The service is the result of a donation to a Club

Accepted on..... 2007

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Signature of Mare Owner / Agent

Signature of Stallion Breeder / Agent

Marilyn Mort

Tally Station Q.H

Cunningham Hwy

Harrisville. QLD 4307

Ph. /fax 07 54646156

Bank Details

Tally Station Quarter Horses

ANZ

BSB: 014610

ACC: 198289953.