

This Contract entered into on the date of acceptance by & between the designated mare Owner & stallion Breeder who mutually agree to abide by the following terms & 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 \$ 350.00 that is due with this signed contract. A copy of the mares 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 Owners expense to care for the Owners horses.

3.The Owners account must be paid IN FULL prior to taking possession of the mare from Tally Station Quarter Horses. A \$10 per day fee will be added on mares that are not picked up with 14 days following notification that the mare is safe in foal. Interest of 5% per month will be added to outstanding fees if unpaid within 14 days after a positive 42 days pregnancy test for mares AI with shipped semen.

4.A Live Foal Guarantee (LFG) : if offered by the Breeder in the Service Fee shall be provided if the mare is not in foal, produces a foal that is still born or is unable to stand & 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 \$350.00 to cover Stud laboratory & handling charges. This applies for ONLY the year following & does NOT carry over after that time. If necessary an alternate mare may be substituted in that year by agreement with the Breeder.

5.The mare must be quiet & have been halter broken, free from infectious or contagious disease, wormed regularly, vaccinated annually for Tetanus, Strangles & certified in good physical , sound breeding condition prior to delivery to the breeding farm & thereafter. The Breeder must be informed of any miscarriage within 30 days & any foal death within 7 days by a certified veterinarian. Return receipt required.

6.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 17-21 days following breeding, again at 30 to 42 days. All services including INSEMINATION for shipped semen are to be performed by a licensed veterinarian.

7.A Breeders certificate will be issued after a 42 days PPT & before June the following year. After all costs & charges have been paid & all AQHA, PHAA &

AAA documents have been completed.

8. Should the stallion die, become unfit for service or be sold, the Breeder's liability is discharged fully by return of the balance of Service Fee on the behalf of the stallions 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.

9. Responsibility for insurance & 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 & injury to the semen, shipping container, Owners horse/s, Owner & their family members. The Owner agrees to look solely to his/hers insurance, if any, for compensation for any such loss & future agrees to indemnify & hold harmless the stallion Breeder , stallion Owner , their family & employees.

10. In the event it becomes necessary to refer debts arising from this contract to a solicitor for collection, or if suit is instituted heron, the Owner agrees to pay all reasonable costs & legal fees incurred in the suit or collections. Payment past thirty (30) days will be considered a default & the Breeder is entitled to a possessory lein against Owners horse (s) & in this respect, the Owner hereby appoints the Breeder as the Owners attorney with the power to sell the mare and/or any progeny if such fees or charges are unpaid as aforesaid & to execute all necessary documents to achieve this end.

11. Owner further agrees that this contract is made & entered into in the state of Queensland & that it shall be interpreted , enforced & transacted under the laws of said state regardless of the manner of breeding solicitation.

12. The Owners signature on this contract certifies that he/she has read & fully understands all the terms & conditions herein & accepts this contract as a legal & binding instrument on behalf of the Owner, Owners heirs, successors & assigns. The 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.

13. The Breeder reserves the right to reject the mare & 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 with 48 hours of the veterinary advise at the breeding establishment. The Owner may substitute an acceptable mare by agreement with the Breeder. The Owner shall be liable for costs associated with the transport & care of the specified mare & substitute mare.

Additional Conditions for Mares Bred With Cooled Shipped Semen.

1.Shipments of semen will be charged per collection plus shipping costs. The Breeders responsibility is to ship the semen in a viable condition to the mare Owner. A sample of each shipment will be kept by the Breeder. 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.

2.The stallion has his DNA on file. Is N/N for HYPP & is N/N for HERDA. The semen has been analysed & tested free from infectious & contagious disease. Sperm count, motility & collection & packaging procedures meet and/ or exceed industry standards.

All shipping & delivery fees are at the Owners expense. Requests for semen must be received no later than 10.00 am on MONDAY, TUESDAY, WEDNESDAY,& THURSDAY. No semen will be sent FRIDAY. Semen will be available for collection from the Breeder on Friday after 5.30 pm.

3.If a reduced service fee is offered by the Breeder, the mare Owner agrees to pay the difference between the offered service fee & the advertised service fee if the mare is sold prior to the mare foaling.

4.The mare Owner agrees to pay a \$250.00 handling fee to the Breeder as well as the collection fee of \$200.00 when the service has been bought through a donation to a Club & abide by all the clauses in the contact .

5. The mare owner agrees to pay a \$250.00 handling fee to the Breeder as well as the collection fee of \$200.00 when the service is offered free to the mare owner.

Accepted on.

Signature of mare Owner / Agent.

Signature of Stallion Owner / Agent.

Tally Station Quarter Horses. Phone / Fax. (07) 54646156