

TERMS AND CONDITIONS OF SUBMITTING THE FOLLOWING BREEDING CONTRACT TO 'STALLION OWNER', SIMONE LAIDELY.

### 1. SERVICE FEE

a) **CHILLED SEMEN:** The total service fee payable is **\$2200** (incl. GST). Vet Costs & Freight will be an additional to the Mare Owner. A **\$500** booking fee will instantly be paid directly to the Stallion Owner. Shipment of semen will not occur unless service fee has been paid for in full. The booking fee is non-refundable and is deducted from the total service fee owed. The balance of the service fee is payable from the Eminent Equine Trust Acc to the Stallion Owner upon a 45 days positive pregnancy test.

b) **FROZEN SEMEN:** A service fee of **\$2200** (incl. GST) + Vet Costs & Freight for **2 x 8 straw doses** is agreed upon and made payable with the contract to confirm booking. Frozen semen is sold and required to be paid in full prior to the semen being released. The "Mare owner" will be allowed two attempts to receive a positive result at the breeding price, **on the third and beyond attempt, a \$500 semen fee is payable.** Frozen semen will remain the property of/and under control of the "Stallion Owner" and may not be collected, stored, distributed, or sold by any other party and will only be shipped to approved Veterinary Hospitals/Breeding Centres. All frozen semen freight costs to the allocated Breeding Centre/Veterinary Clinic and for returning unused semen to the "Stallion Owner's" semen storage facility are separate from this contract and payable by the "Mare Owner".

Semen must be used to breed 'one' foal to the mare within this contract and is not to breed any other mare or breed more than 'one' foal. Breeding by embryo transfer using the semen which results in more than 'one' foal will incur an additional service fee payable for each additional foal.

**2. ASSIGNMENT:** This contract shall not be reassigned or transferred by the "Mare Owner" without written consent from the "Stallion Owner".

**3. LIVE FOAL GUARANTEE:** In the event the foal is stillborn or dies within 48 hours of foaling, it is agreed that the "Mare Owner" is entitled to a free return to the said Stallion for that Mare, only in the breeding season immediately following the year of service purchase. To be entitled to such subsequent breeding, the "Mare Owner" must notify the "Stallion Owner" within 48 hours from foaling. The "Mare Owner" must also give notification with a veterinarian's certificate of the foals' death within 14 days of such death. If the Mare dies, is sold, or becomes unsuitable to breed, the right to a free breeding return is null and void. Semen collection and shipping fees will apply to all rebreeds and will be the responsibility of the "Mare Owner".

**4. COLLECTION AND SHIPMENT OF CHILLED SEMEN:** Chilled semen will only be provided after the booking fee is paid in full. The "Stallion Owner" guarantees to ship the highest quality semen, however, will make no guarantees or warranties and shall not be held liable for contamination or damage of semen during or after shipment, loss of viability or any costs arising from shipments delayed, damaged or lost in transit.

### 5. BREEDING CERTIFICATES:

\* The "Mare Owner" is to notify the "Stallion Owner" through the supplied Eminent Equine upload link of the pregnancy result at 45 days positive and supply the breeding dates of the resulting pregnancy to enable breeding certificate issue\*

Breeding certificates will not be issued unless the above-mentioned Mare is registered with the AQHA/ASHS/EPRA at the time of signing this contract. If a late Stallion breeding return is required, the "Mare Owner" is liable to pay the late fee required by the relevant associations/societies.