

TERMS AND CONDITIONS OF SUBMITTING THE 2025 BREEDING CONTRACT FOR STALLION

MI Con Acre owned by Gus Moffatt & Kylie Moffatt.

1. SERVICE FEE & ADMINISTRATION

Chilled Semen Terms

The total service fee for chilled semen is **\$2200.00 incl. GST**. An additional administration fee of \$22.00 (incl. GST) is payable to Eminent Equine Australia for processing the breeding contract.

Upon submission of the contract by the Mare Owner, and approval by the Stallion Owner, both the full service fee and administration fee become payable.

Breakdown of service fee

- A non-refundable booking fee of **\$550.00 incl. GST** will be remitted to the Stallion Owner immediately,
- The remaining balance will be held securely in the Eminent Equine Trust Account and released to the Stallion Owner upon confirmation of a positive 45-day pregnancy scan.

If the mare fails to achieve a confirmed pregnancy during the breeding season, the remaining balance of the service fee, excluding the non-refundable booking and administration fees, will be refunded to the Mare Owner by Eminent Equine as promptly as possible.

Veterinary and Freight Costs

All veterinary costs and shipping charges related to chilled semen are not included in the service fee and must be paid separately by the Mare Owner.

Use of Semen

Chilled/Fresh Semen provided under this contract may only be used for the mare named in the agreement, and for the production of one foal only.

Where embryo transfer results in multiple foals, an additional full-service fee is payable for each additional foal.

Semen will not be shipped until full payment of the service and administration fees is received.

2. FROZEN SEMEN TERMS

The total service fee for frozen semen is **\$2750.00 incl. GST** which includes **2 x 6-straw doses**. This fee is payable in full upon submission of the contract to confirm the booking.

Frozen semen will not be released until payment has been received in full.

The Mare Owner is entitled to two insemination attempts under this agreement. From the **third** attempt onward, an additional **\$500.00** handling fee will apply per attempt.

Ownership and Use Restrictions

All frozen semen always remains the property of the Stallion Owner. It may not be sold, stored, or redistributed by any third party. Frozen semen will only be shipped to approved veterinary hospitals or breeding centres.

(Reword – two doses of frozen are sent – the second dose if not used does not need to be returned, can be used in any subsequent year by the same mare owner)

All freight charges related to,

- Delivery of semen to the breeding facility, and
- Return of unused semen to the Stallion Owner's nominated storage facility, are the responsibility of the Mare Owner.

Use of Semen

Frozen semen is to be used solely for the mare named in this contract and is intended for the production of a single foal only.

If more than one foal results via embryo transfer, a full-service fee will be payable for each additional foal.

3. ASSIGNMENT

This contract is non-transferable and may not be assigned to any other party by the Mare Owner without prior consent and reallocation from the Stallion Owner.

4. LIVE FOAL GUARANTEE

In the event the resulting foal is stillborn or dies within 48 hours of birth, the Mare Owner will be entitled to a free return breeding to **'Mi Con Acre'** during the next immediate breeding season.

To claim this guarantee:

- The Mare Owner must notify the Stallion Owner within 48 hours of foaling, and
- Provide a veterinary certificate within 14 days confirming the foal's death.

This guarantee becomes null and void if:

- The mare is sold,
- The mare dies, or
- The mare becomes unfit for breeding.

Note: All semen collection and shipping fees related to a rebreed are the responsibility of the Mare Owner.

5. COLLECTION AND SHIPMENT OF CHILLED SEMEN

Chilled semen will not be shipped until full payment of both the service and administration fees has been received.

The Stallion Owner will ensure semen is of the highest quality at the time of collection and dispatch, but cannot provide any guarantee against,

- Damage or contamination during transit,
- Loss of viability, or
- Delays or errors caused by courier services.

The Stallion Owner is not liable for any losses, costs, or damages arising from the above.

6. BREEDING CERTIFICATES

Pregnancy Notifications and Breeding Certificate Issuance

Mare Owners will be contacted via email by Eminent Equine Australia and asked to submit the following through the supplied upload link:

- The breeding date of the successful insemination,
- 14-day positive result and 45-day pregnancy scan results in certificate form.

These details are required for the issue of a valid breeding certificate.

Breeding certificates will only be issued if the mare listed in this contract is registered with an official association e.g. AQHA, ASHS, or EPRA at the time of contract submission.

If a late stallion return is necessary, the Mare Owner is responsible for any late fees applied by the registering breed society.

7. REBREED/REFUND TERMS

In the event that the mare does not achieve a confirmed pregnancy by the conclusion of the breeding season, the Mare Owner must provide a veterinary certificate verifying the negative pregnancy result. This certificate must be uploaded to Eminent Equine via the designated platform link.

Upon approval from the Stallion Owner, the remaining service fee, excluding the non-refundable booking and administration fees, will be refunded to the Mare Owner by Eminent Equine as promptly as possible.

Where contracts have been paid in full directly to the Stallion Owner, any applicable refund will be processed by the Stallion Owner at their discretion and at their earliest convenience. Eminent Equine Australia is not responsible for, nor liable for, delays in any refunds made directly by Stallion Owners.