



Amanda & Andrew Kettlewell

387 Knox Road

Table Top

Albury

NSW, 2641

### **2017 Breeding Contract**

This agreement is made between OSO Arabians ABN 63 134 758 738 of 387 Knox Road, Table Top, Albury, NSW, 2641 (Stud) and the breeder in term 1 of the schedule (Breeder).

**1. The Stud will on payment of:**

- a. (Transported Chilled or Frozen) the service fee and all other costs and expenses relating to collecting, packing and transport of semen will supply enough semen of the stallion to inseminate the mare identified in clause 4 to the breeder or to whoever the breeder directs in writing to inseminate the mare and only the mare.
- b. (Chilled or Frozen on Stud) the service fee will inseminate enough semen of the stallion into the identified mare.

**2. The Stud may refuse to inseminate the mare if:**

- a. The mare poses an unacceptable danger to herself, her handlers or the stud's property:
- b. The mare is unsuitable for breeding, as determined by the stud in its absolute discretion: or
- c. The breeder does not fulfil any of the conditions referred to in clause 4 –

and in any event, the stud may, in its absolute discretion, refund the service fee less any amount up to \$550.00 inc GST: or

- d. The stallion dies or is rendered unfit or unavailable for any reason to produce semen.

**3. The breeder must ensure (and provide evidence to the stud if requested) that on arrival at the stud the mare will be:**

- a. Halter broken and able to be led and tied:

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- b. Unshod
- c. Free of illness and disease: and
- d. Free of injury
- e. Drenched and up to date with tetanus vaccination
- f. Up to date with Strangles vaccination

**4. In all cases of supply of chilled or frozen semen:**

- a. The breeder must give **at least 48 hours prior** written notice of where and to whom the semen is to be transported (Destination Point).
  - b. The semen order form, which is supplied must be filled in and emailed back to OSO Arabians prior to 8.00am on the day of collection.
  - c. Risk of loss and harm to the semen passes to the breeder at the moment when:
    - i. The semen is delivered into the custody of the transporter for the transport to the destination point: or
    - ii. the semen leaves the stud's premises: and
  - d. The container transporting the semen belongs to the stud and must be returned undamaged to the stud as the stud directs, as soon as the semen is inseminated or transferred into a veterinarian's storage facility, whichever happens first. The container is to be posted back to OSO Arabians via Australian Post at the breeder's expense.
- 5.** The Breeder authorises the Stud, as agent for and in the name of the Breeder, at the Breeders cost in all respects, to engage a Veterinarian, farrier, dentist or other health or welfare professional to examine, test or treat the mare whenever the stud in its absolute discretion, considers it necessary or prudent to do so.
- 6.** The Stud will only supply additional semen to the breeder if the mare does not go in foal, once the stud has received notification from the veterinarian. The cost of transport of the semen is due to be paid for by the breeder on each occasion the semen is transported.
- 7. Free Return:** The Stud will supply additional semen the following season only when the Breeder gives the Stud a veterinarians report addressed to the stud confirming that the mare failed to produce a foal that stood and sucked for 48 hours afterbirth (live foal). A substitute mare may be used the following season subject to probable cause. If a substitute mare is to be used then a new breeding contract has to be signed by Stud and Breeder. All transported semen, or agistment costs must be paid for again by the breeder.
- 8. Fresh Semen:** The Breeder expressly authorises the stud, its officers, employees and contractors to:
- a. Carry out, perform and administer all tests, procedures and treatments and medications including (but not limited to) scanning the mare, relating to or arising by reason of:
    - i. The breeding condition of the mare:
    - ii. The insemination of the mare with semen.

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9. The breeder indemnifies and hold harmless the stud, its officers, employees, agents and contractors and holds them harmless and against:
  - a. All costs and expenses of and incidental to exercising or attempting to exercise any right of power under this agreement or conferred on the stud by law: and
  - b. Any loss, damage, expense, cause of action, liability, claim, proceeding, suit or demand of any nature arising from or related to any breach by the Breeder of the terms of the agreement.
  
10. Subject to any laws limiting or prohibiting the stud, the stud and its employees, agents and contractors are not liable to the Breeder or any other person as a result of, relating to or in any way arising out of death, injury, illness or disease of the mare (and any foal alongside), however caused, including (but not limited to) the negligence or default of the stud, its employees, agents or contractors involved any act or failure to including tests, procedures, treatments and medications. Where any such laws apply and it is permissible for the stud to limit its liability for any loss and damage (whether directed or consequential) its liability will not exceed the cost of the service fee.
  
11. The stud is not obliged to hold or keep a current an insurance policy covering death or injury to mare (and foal alongside) or the mare's foetus, or loss of or damage to the semen in the shipping container.
  
12. This agreement incorporates the Mares Marking sheet which must fully and currently record the mare's brand and markings and be returned to the stud at the time as this document. A copy of this document will be forwarded with the mare's marking sheet will accompany the semen so the veterinarian can positively identify that he/she is AI'ing the correct and intended mare.

Name: \_\_\_\_\_

Signed by the Breeder: \_\_\_\_\_

Date: \_\_\_\_\_