

JACARANDA PARK QUARTER HORSES

Stallion Contract- Shipped Semen

This is a legally binding contract between the Seller and the Mare Owner. The Seller and the Mare Owner agree as follows:

CONTRACT PARTICULARS:

DATE OF CONTRACT: _____ ("Contract Date")

STALLION AND SELLER

Name of Stallion: _____ ("Stallion")

Seller's Name: Jacaranda Park Quarter Horses Pty Ltd ACN 161 044 908 ("Seller")

MARE OWNER

Mare Owner's Name: _____ ("Mare Owner")

Address: _____

Phone No: Work: _____ Home: _____ Mobile: _____

MARE

Mare's Name: _____ ("Mare") Mare's Reg No. _____

Mare's Condition

Mare will be bred at _____ with transported cooled semen

WILL THIS MARE BE ON AN EMBRYO TRANSFER PROGRAM? (tick) YES NO

VET

VET WHO WILL RECEIVE SEMEN: _____ ("Mare Owner's Vet")

Phone No: _____ Contact: _____

Address to ship Semen: _____ ("Shipping Address")

FEES

Service fee: \$2,500.00 + GST

Total = \$2,750.00 inclusive of GST ("Service Fee")

Seller's Vet's Fee: \$350.00 inclusive of GST ("Seller's Vet's Fee")

*Service Fee includes a non-refundable booking fee of \$550.00 inclusive of GST

*Service Fee and Seller's Vet Fee must be paid in full prior to first shipment, and Seller's Vet's Fee paid prior to subsequent shipments.

1. Meaning of words:

Words used in this Contract have the same meaning as in the Contract Particulars on page 1 of this document.

A reference to a party to this contract includes their assigns, executors and successors. Words importing the singular include the plural and vice versa. If a party consists of two or more persons this Contract binds each of them separately and any two or more of them jointly.

This contract is made and entered into in the State of Queensland, and shall be interpreted, enforced and transacted under the laws of said state regardless of the manner of breeding solicitation.

2. Binding Contract:

This contract is entered into on the Contract Date between the Seller and the Mare Owner. The Seller and the Mare Owner agree to the terms as set out in this document.

The Mare Owner confirms that they:

- Have fully read and understood the terms of this document;
- Understand that this is the final and entire agreement between the parties and that this contract may not be transferred or assigned without the Seller's consent.

3. Mare Owner to Provide Certificates

The Mare Owner must provide a copy of the Mare's Registration Certificate at the time of signing this Contract and a certificate from a licensed veterinarian verifying that the Mare is able to breed, has been swabbed and scanned and is free from infection and fluid in her uterus. The Seller is not obliged to ship any semen until these are received.

4. Provision of Semen and Service Fee

In consideration of the Service Fee the Seller will cause its Vet to ship the Stallion's semen to the Mare Owner's Vet, for use for the Mare, during the designated breeding season ending Dec 15 the year of the Contract Date.

The Seller agrees that all services provided by the Seller or the Seller's Vet pursuant to this Contract will be in accordance with accepted industry standards.

5. Fees

The Mare Owner must pay the Service Fee to the Seller as follows:

- 1- A booking fee of \$550.00 upon signing this Contract which is non-refundable in all circumstances;
- 2- The balance at the request of the Seller prior to the first shipment of the Stallion's semen.

The Mare Owner must pay the Seller's Vet's Fees to the Seller's Vet (the Seller will notify the Mare Owner of its vet on request) prior to each shipment of any semen. The Seller's Vet's Fee is payable prior to each shipment, and includes the costs of the container and delivery. If the Mare Owner's Vet does not accept collection of semen as arranged with the Seller's Vet, then the Mare Owner must meet any out of pocket expenses of the Seller's Vet in re-arranging collection or veterinary processing costs.

The Mare Owner must pay all of the Seller's costs, including legal costs on a solicitor and own client basis, incurred by the Seller if the Mare Owner breaches this Contract.

6. The Stallion and the Mare

The Seller warrants that as at the Contract Date the Stallion has been blood-typed, the Stallion's semen has been analysed and tested and is free from infectious and contagious diseases, and that sperm count, motility and

collections and packaging procedures, meet and/or exceed industry standards.

If the Stallion dies, becomes unfit for service or is sold, the Seller's liability to the Mare Owner is discharged fully by the return of the balance of the Service Fee (less any non-refundable amounts) on behalf of the Stallion's inability to breed or substitution of another stallion on the Seller's property at the Seller's discretion.

In the event of death or sale of the Mare tested in foal, no return of fees or other compensation or damages will be given or are payable (the stallion owner will have been deemed to have carried out and completed his tasks).

7. Requests for Semen

Requests for semen must be received no later than 9.00 am on a regularly scheduled breeding day (Mon Wed Fri) by calling the Seller's Vet or the Seller. Shipments will be made as per booking terms reasonably specified by the Seller from time to time (which will depend on availability and scheduling of other contracts). The Seller's Vet's current request form is attached to this Contract and is to be sent to the Seller's Vet.

8. Mare Owner's Vet

The Mare Owner must ensure that the Stallion's semen is used only for the Mare, and that a licensed veterinarian inseminates the Mare the day of delivery of the semen.

The Mare Owner must ensure that the Mare is ultra-sounded for pregnancy within 17 to 21 days following insemination, and again at 30 to 45 days, by a licensed veterinarian and must provide proof and reports to the Seller on demand.

9. Breeder's Certificate

The Seller will cause a breeder's certificate to be issued after a 45 day positive pregnancy test and before July the following year, once all costs and charges have been paid and when all AQHA + PHAA documentation has been completed.

10. Live Foal Guarantee

If after the breeding season and the passage of time to allow a positive pregnancy the Mare is not in foal, produces a foal that is stillborn or is unable to stand and nurse, the Mare Owner will receive a return service in the following year. The Seller is subsequently held harmless from all liability. The Mare Owner will receive a return service in the year following however must pay all of the Seller's Vet's costs associated with collection and shipping. If necessary, an alternative Mare may be substituted in that year by agreement with the Seller.

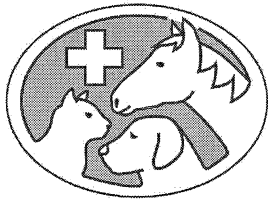
The return service is only available to the Mare Owner if:

- the Mare Owner has complied with all obligations under this Contract;
- the Mare is less than 18 years at the end of the breeding season;
- the Mare has not had her labour artificially induced;
- the Mare has not been returned to an active performance career; and
- the Seller is informed of any foal death within 7 days and of any miscarriage or inability to stand and nurse within 30 days by a licensed veterinarian's letter.

Signed by the parties:

Signature of Mare Owner or Mare Owner's Authorised Agent

Signature of Seller or Seller's Authorised Agent



WestVETS Animal Hospitals

540 Mt Crosby Rd Anstead 4070 Ph 07 3202 7300
2401 Warrego Hwy Marburg 4346 Ph 07 5464 4422
www.westvets.com.au admin@westvets.com.au

Dr Nathan Anthony BVSc (Hons) MANZCVS
Dr Tori McGuire BVSc (Hons) MANZCVS
Dr Kylie Schaaf BVSc (Hons) BSc FANZCVS
Dr Asher Dessaix BVSc (Hons) MVS
Dr Christine Myers BVSc DACVIM

Dr Emily Mabbott BVM&S
Dr Katelyn McNicol BVSc (Hons)
Dr Sarah Van Dyk BVSc (Hons)
Dr Jane Groenendyk BVSc BSc

TRANSPORTED CHILLED SEMEN REQUEST FORM

- ❖ Semen order must be received by fax by 6 pm the day prior to collection;
- ❖ Stallions will be collected Monday, Tuesday, Wednesday, Thursday and Friday
- ❖ No Semen will be dispatched without authorization by the stallion owner to WestVETS Animal Hospitals;
- ❖ Payment arrangements must accompany this form before semen is collected (Credit Card Details);
- ❖ Verbal requests must be followed by a fax confirmation Fax 07 5464 4566.
- ❖ Fax requests require a verbal confirmation.

Stallion: Kissin' the Girls – DOB: 15 th April
Collection Date: _____ Insemination Date: _____
Mare Name: _____

Owner's Name: _____
Address: _____ Suburb: _____
State: _____ Postcode: _____ Phone: _____ Mobile: _____

Licensed Inseminators Name: _____
Phone: _____ Mobile: _____ Fax: _____
Address where semen to be shipped: _____
Suburb: _____ State: _____ Postcode: _____
Special Delivery Instructions (if any): _____

PAYMENT DETAILS
* Credit Card: Name on Card: _____ Card Number _ _ _ _ / _ _ _ _ / _ _ _ _ / _ _ _ _
Expiry Date: __/__/__ Visa / MCard Signature (of cardholder) _____

OFFICE USE ONLY
Dispatch Date: __/__/__ Con Note: _____ Freight Company: _____
Shipper #: _____ Return Date: _____