

AQUILA PRE BREEDING CONTRACT

MARE Name [full].....
Name [stable].....
Date of birth.....
Registered breed Society
Registration number.....

OWNERS NAME.....
Owners Address.....

BREEDERS NAME IF DIFFERENT.....
Breeders address.....

PHONE NUMBERS.....

EMERGENCY CONTACT NUMBER.....

VETERINARIAN [name].....
[phone number].....

THIS AGREEMENT

Is made between Aquila PRE ("the Stud") of 665 Carpendeit Road, Bungador, Victoria and
.....[the Breeder]
of.....

WHEREAS

1. The Stud warrants that it is the owner of a Grey Pura Raza Española Stallion being Poseido LXXII registered with Spanish Stud Book Number 190101002315409.

2. The Breeder wants to purchase a service from the Stallion Poseido LXXII for the aforementioned Mare for the breeding season commencing 1st October 2009.
3. The Breeder warrants that should he not be the registered owner of the Mare that he has the owners consent to enter into this agreement.

4. **FEES PAYABLE BY THE BREEDER AND OTHER RELAVANT MATTERS**

- **Service**

The fee for such service is \$2,200.00 (which includes GST) and is non refundable unless the stallion is unfit to service the mare or dies prior to the first service of the mare. This fee shall be paid prior to the mare's arrival at the Stud.

- **Handling**

A fee of \$200.00 is to be paid for each separate service of the mare

- **Agistment**

\$70.00 weekly which includes accommodation for the mare in an open paddock by herself with grass hay as required. Should the Breeder require it or the Stud believe it necessary the Breeder also agrees to pay to the Stud for such grain as shall be required to be fed to the mare, plus a fee of \$2.50 for each occasion on which the grain is provided. The Stud has both Completo and Naked Oats available. Any other grain types preferred by the Mare may need to be provided to the Stud. The Breeder is responsible to advise the Stud if the grain feed available is unsuitable for the Mare. Please advise the Stud in writing in the Comments section of this agreement.

- **Mare substitution**

Whilst agreement to the substitution of another Mare is at the sole discretion of the Stud should the Stud consent to same, a further fee of \$150.00 may be payable.

- **Veterinary**

The Stud Veterinary services are supplied by Camperdown Veterinary Centre of 1 Leura Street, Camperdown, Telephone 5593 1077 [Michelle]. The Breeder will contact them and if necessary arrange an account with them prior to the first service of the mare and the Breeder agrees to pay for such medicines, swabs, tests or

treatment as are required by the Stud or the Stud's veterinarian. The Breeder acknowledges that Veterinary services may be required to bring the Mare into season, for service of the Mare and for pregnancy checks or such other care as the Stud deems appropriate and necessary.

▪ **Worming**

All mares will be wormed on arrival at the Stud at a cost of \$25.00.

REFUSAL OF SERVICE

5. The Stud reserves the right to refuse service to any mare solely at the Stud's discretion.

CONDITIONS OF SERVICE

6. Service for the stallion Poseido LXXII is available by live cover only. The conditions for live service are:
- a. the breeder shall agree to the use of drugs or medication, tests, swabs or such treatment as is required by the stud or the studs veterinarian with respect to the mare and shall agree to pay such costs prior to removal of the mare from the stud;
 - b. that the mare shall be free from any infectious diseases, in good health and in good breeding condition;
 - c. should the mare be shod the shoes shall be removed before the mare is delivered to the stud;
 - d. the mare shall be wormed on arrival at the stud;
 - e. the mare must be halter broken and will readily lead.
 - f. that the Breeder provide proof to the Stud that in the 2 months prior to her arrival at the Stud that the Mare was vaccinated for Tetanus and Strangles.

LIVE FOAL GUARANTEE

7. A live foal guarantee is provided via a free return service. In the event that a return service is required, the Stud must receive a veterinary certificate within 12 months from the date of last service stating that the mare is not in foal or has not produced a live foal. The Stud will provide further service to the mare within the next breeding season only.

INDEMNITY AND INSURANCE

8. The Stud shall take all reasonable care of the mare whilst it is in its control. The Breeder acknowledges that the premises are suitable for the mare and will not hold the Stud and or its employees liable for any loss or damage howsoever arising in any way or under any circumstances for any injury, illness, accident, theft or death of the mare whilst in the Stud's control.
9. The Breeder acknowledges that the Stud has recommended he obtain insurance to cover the losses as described in paragraph 8 herein for the Mare whilst she is at the Stud. The Stud reserves the right to require the Breeder to obtain appropriate Insurance, noting the Breeders interest and to provide proof of same.

MARES GOOD HEALTH

10. The Breeder warrants that the mare will be in good health on its arrival at the Stud and agrees to provide in writing any details which may be relevant to its care whilst it is at the Stud.

FOAL REGISTRATION

11. The Stud agrees to complete and sign such documents as are required for the registration of the foal with the relevant breeding society however, should registration not be accepted, the Breeder acknowledges that the Stud shall have no responsibility or liability arising from same. No documents will be provided unless all fees and expenses have been paid in full. All fees incurred for the registration of the foal shall be the responsibility of the Breeder. The Breeder acknowledges that he may have to obtain and provide to the Stud relevant documents if requested.

12. The Breeder is responsible for ensuring that the foal can be registered with any relevant breed societies.

AGREEMENT

13. The parties acknowledge that this document constitutes the full agreement between them. Any alterations shall be in writing and signed by both parties to this agreement.

STUD LIEN

14. The Stud may and has the right to exercise a lien pursuant to the laws of the State of Victoria over the Mare for the payment of any monies due to it of whatsoever nature. The Breeder acknowledges that this may include the sale of the Mare to recover monies owing

HEADINGS

15. The Breeder acknowledges that any headings in this agreement are a guide only and are not to be considered a term of this agreement.

16. DEFINITIONS

Breeding Season: shall be the 1st October to the following 30th March.

Stud: includes Anthony Roberts, Patricia Roberts and Sarah Roberts and/or its employees as appropriate.

Breeder: the mare's owner and such other persons as shall have legitimately entered into this agreement.

He: includes both the plural and singular, male and or female or Corporation

Dated

Signed on behalf of Aquila PRE Stud

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The Breeder acknowledges that he/she has read and understands this Breeders Contract and agrees to the stated terms herein.

Dated

Signed by the Breeder.....

