

APPLICATION FOR SERVICE by: Coliban Rusty Rules for the 2010 Season

MARE OWNER DETAILS:

Mare's Name:

Age:

Reg. No..... Copy of Papers - yes [...] no [...]

Owner's Name:

Address [postal]:.....

Address [residential]:

Telephone [Bus.]..... A/Hours:.... ..

Mobile: Fax:

Email Address:

Membership No.....

BREEDING CONTRACT 2010

THIS STALLION BREEDING CONTRACT for the 2010 breeding season is made and entered into on this day of..... /..... /..... By and between GS, SJ & RJ Hodges hereinafter designated as Breeder and hereinafter designated Mare Owner. Mare Owner agrees to breed the MareRegistration number.....to the Stallion **Coliban Rusty Rules** for the service fee of \$1100.00 for a live foal subject to the following conditions

1. A **\$350** deductible/non- refundable booking fee is payable on execution of this contract. The remainder of the service fee (**\$750**) is payable prior to shipment of semen – NO EXCEPTIONS.
2. The breeding season in force for this season shall begin September 1st and finish December 15th
3. The above named stallion will stand the season at Baldivis Veterinary Hospital WA for AI collection
4. This contract contains a "live foal guarantee" (LFG). For this purpose a live foal is described as a newborn foal which stands and nurses without assistance in the first 24hrs. If the foal is born dead, a veterinary certificate must be provided within seven (7) days. If returned the following year a handling fee of \$350.00 is payable, the same applies to a Mare that fails to reach a positive 42 day pregnancy. Mares which are bought back into work, competing under saddle or shown in hand from the first day of service until foaling, will not be eligible to a LFG. Mares that are sold in foal will only have a live foal guarantee warranted if the stud was notified by original owner upon sale and new owners contact the stud and are informed of the requirements of LFG.
5. Mares that are older than fifteen years of age at the time of breeding, who fail to deliver a live foal, will not be given a LFG, no refunds will be given for any reason. A younger substitute mare, approved by **Yarrabah QH's** and who is registered to the same owner, will be eligible for a return service the following breeding season only.
6. If the mare fails to produce a live foal the second year, this contract is extinguished
7. Veterinary services for the mare will be conducted by the mare owner, and all Veterinary procedures, collection fees etc are the responsibility and payable by the mare owner as with all costs associated with agistment.
8. It is further agreed that should the stallion **Coliban Rusty Rules** be unavailable for any reason before serving the mare then this contract shall be rendered null and void, the service however can be transferable to another stallion owned by such stud.

9. Yarrabah QH's have a gelding policy in place for all colts sired by **Coliban Rusty Rules**. The mare owner by signing this contract agrees to geld any colts born. No application for registration will be released until the mare named in this contract has foaled. If a colt is born, the application for registration will be with held by **Yarrabah QH's** until proof of gelding has been supplied by a veterinarian

10. Yarrabah QH's reserves the right to call a veterinarian in case of emergency if the mare owner can't be contacted. All veterinary costs incurred would be the full responsibility of the mare owner.

11. Responsibility for insurance & risk of loss passes to the mare owner with this contract. The mare owner assumes the unavoidable risk inherent in all horse related activities, including but not limited to accident, theft, illness, death, loss, damage & injury. The mare owner agrees to look solely to his/hers insurance, if any, for compensation and agrees to indemnify & relinquish **Yarrabah QH's** of any responsibility.

12. Service may be refused to any mare without explanation or reason

13. The owner warrants that the details on the above named mare contained in the application form are true and correct and that the mare shall be healthy and in sound breeding condition. The stud master may, at his discretion, decide upon whether live cover or AI will be used at the time of breeding. Collection fees for semen are the responsibility of the mare owner.

14. This contract represents the entire agreement between the two parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional conditions.

15. This contract is non-assignable and non-transferable without the written consent of the stallion owner.

WHEN MARE OWNER AND BREEDER SIGN THIS CONTRACT IT WILL THEN BE

BINDING ON BOTH PARTIES, SUBJECT TO THE ABOVE TERMS AND CONDITIONS

I Herby agree to breed my mare named above, to the Stallion named above

My mare is Dry_____ Wet_____ Maiden_____

.....DATE..... DATE.....

Breeders (or Authorized agents) signature

Mare Owners (or Authorized agents) signature

Please sign and return to Yarrabah Quarter Horses PO Box 72 – Mundijong - 6123

