

BLOOMFIELD FARM

Warmblood Stud

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Horse Breeding Contract

Fresh & Chilled Semen Supply & Insemination

This agreement is between Bloomfield Farm Pty Ltd ABN 18 120 576 883 of Crossover, Victoria 3821(Stud) and the breeder named in Item 1 of the Schedule (Breeder). This agreement entitles the Breeder to one live foal from one service fee paid.

1. The Breeder must pay:

- (a) the service fee in Item 2 when the Breeder signs this agreement and returns it to the Stud, which is non-refundable;
- (b) all other costs and expenses associated with the semen supply, semen insemination and agistment of the Mare, chargeable at the Stud's currently applicable rates.

2. The Stud will, on payment of:

- (a) [fresh semen] the service fee and subject to the Stud's rights under clause 3, either Inseminate enough semen of the stallion identified in Item 3 (Stallion) to inseminate the mare identified in Item 4 (Mare);
or
- (b) [chilled semen] the service fee and all other costs and expenses relating to collection (currently \$165 inc gst), packaging and transport (please see Rates Sheet), and subject to the Stud's rights under Clause 3, supply enough semen of the stallion identified in Item 3 (Stallion) to inseminate the mare identified in Item 4 (Mare) (Dose) to the Breeder or to whoever the Breeder directs in writing, to inseminate the Mare and only the Mare.

3. 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 fulfill any of the conditions referred to in clause 5 -

4. In the event that the Stallion dies or is rendered unfit or unavailable for any reason to produce semen, the Stud will replace the Stallion with another stallion on the Stud's current breeding list chosen by the Breeder, who's current service fee is not more than the Stallion's service fee, on the terms of this agreement, and will refund the Breeder any difference between the two fees.

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5. 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;
- (b) currently vaccinated for Tetanus and Strangles;
- (c) unshod;
- (d) free of illness and disease; and
- (e) free of injury, except as disclosed in Item 6.

6. In all cases of supply of chilled semen:

- (a) the Breeder must give the Stud at least 48 hours prior written notice of where and to whom the Dose is to be transported (Destination Point) as described in Item 7;
- (b) risk of loss and harm to the Dose passes to the Breeder at the moment when:
 - (i) the Dose is delivered into the custody of the transporter for the transport to the Destination Point; or
 - (ii) the Dose leaves the Stud's premises; and
- (c) the container transporting the Dose belongs to the Stud or its contractor and must be returned Undamaged to the Stud or the contractor, as the Stud directs, as soon as the Dose is inseminated or transferred into a Veterinarian's storage facility, whatever happens first. Fees will apply for container's that are not returned.

7. The Breeder authorises the Stud, as agent for and in the name of the Breeder, at the Breeder's 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 it's absolute discretion, considers it necessary or prudent to do so.

8. Provided all money owing and liabilities to the Stud under this agreement are paid and discharged, the Stud will:

- (a) [fresh semen] give the Breeder a service certificate at the end of the breeding season, after receiving proof of a 45 day positive pregnancy of the Mare; or
- (b) [chilled semen] subject to the Stud's receipt of the Mare AI form and markings sheet duly completed and signed by the Veterinarian or AI technician who inseminated the Dose in the Mare, give the Breeder a service certificate at the end of the breeding season.

9. The Stud will supply additional Semen to the Breeder the next breeding season (Free Return) under the terms of this agreement (excluding this clause 9), subject to the Breeder giving the Stud a Veterinarian's report addressed to the Stud confirming that the Mare failed to produce a foal that stood and sucked for 24 hours afterbirth (Live Foal), and stating the probable cause.

10. [Fresh semen] The Breeder expressly authorises the Stud, it's officers, employees and contractors:

- (a) to clip the underside of the tails of all non-show mares (hygiene) : and
- (b) to 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;

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(ii) the insemination of the Mare with the Dose.

11. The Breeder indemnifies and hold harmless the Stud, it's officers, employees, agents and contractors and holds them harmless from and against:

- (a) all costs and expenses of and incidental to exercising or attempting to exercise any right or 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.

12. In the event that the Mare as described in [Item 4] of the Schedule is no longer available or suitable for breeding, a substitute mare owned or leased by the Breeder as described in [Item 1] of the Schedule will be allowed.

13. 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, disease or vice 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 involving any act or failure to act including the tests, procedures, treatments and medications described in clause 10. 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.

14. The Stud is not obliged to hold or keep current an insurance policy covering death or injury to the Mare (and any foal alongside) or the Mare's foetus, or loss of or damage to the Dose or the shipping container.

15. The laws of Victoria apply to this agreement and the parties submit unconditionally to the nonexclusive jurisdiction of the courts and tribunals of Victoria in respect of any problem, dispute or claim between them. The Breeder must pay penalties interest under s.58 Supreme Court 1986 (Vic) on all money due and payable from the due date.

16. This agreement incorporates the Mare's Marking Sheet which must fully and accurately record the Mare's brands and markings and be returned to the Stud at the same time as this document.

Signed by Breeder: _____ Date: _____

Name: _____

SCHEDULE

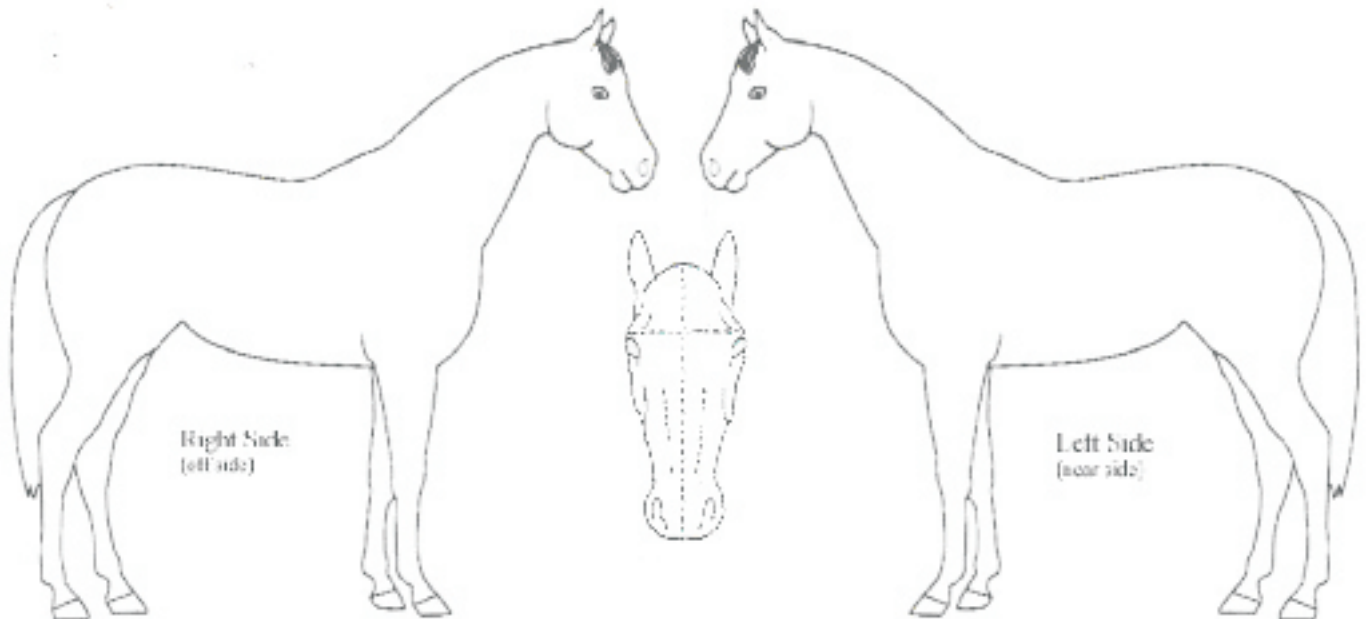
Item 1	Breeders Name: _____ Breeders Address: _____ _____ _____ Phone: _____ Fax: _____ Mobile: _____ Email: _____
Item 2	Service Fee (including GST):
Item 3	Stallion: <i>Royal Hit / San Rubin II / Fürst Love / Fiderstern</i> (Please Circle)
Item 4	Mare's Details: Name: _____ Breed & Registration ID: _____ Height and Colour: _____ Year of Birth: _____ Sire: _____ Dam's Sire: _____ Maiden Mare <input type="checkbox"/> Dry Mare <input type="checkbox"/> Foal at Foot <input type="checkbox"/>
Item 5	(Tick Applicable Box) * Supply & Insemination of Fresh Semen <input type="checkbox"/> Reproductive Fees and agistment will apply * Supply of Chilled Semen Only <input type="checkbox"/> Collection and Transport Fees will apply.
Item 6	Pre-existing Injuries (if none, state nil)
Item 7	Details of Person Receiving Chilled Semen: Owner / Veterinarian / Other Receiver's Name: _____ Receiver's Address: _____ _____ _____ Ph: _____ Fax: _____ Email: _____

Signed by Breeder: _____ Date: _____

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MARE BRANDS & MARKINGS



Please record all markings, brands and major scars on the diagram above

Mare's Name: _____

Owner's Name: _____

This form must be attached to the Bloomfield Farm Breeding Contract and returned to:

Bloomfield Farm, PO Box 1399. Warragul VIC 3820

or

Bloomfield Farm, 1246 Bloomfield Rd, Crossover VIC 3821

Payment Options

- Payment of Service Fee is required with the Breeding Contract.
- Collection and Shipping Fees are required **prior** to dispatch of Chilled Semen.
- Reproductive Fees for Mares visiting the Stud are required **prior** to Mare leaving the Stud.

1. Direct Deposit or Electronic Transfer into our bank account:

Bank: National Australia BankAccount

Name: Bloomfield Farm Pty Ltd

BSB: 083 953

Account No: 79732 6461

Please use your name as the reference and email or fax us the receipt.

2. Credit Card Payment

Complete the details below and post or fax this form with the Breeding Contract to Bloomfield Farm.

Please charge the amount of \$_____ to the card below.

Card Type: VISA / MASTERCARD / BANKCARD

Card Number: ____ / ____ / ____ / ____

Expiry Date: ____ / ____ (MM/YY)

I authorize Bloomfield Farm Pty Ltd to charge my credit card for the amount above, and for any additional Collection and Shipping Fees related to this Breeding Contract, as they become due and payable.

Name on Card: _____ Signature: _____

3. Cheque:

Please make cheques payable to Bloomfield Farm Pty Ltd, and forward to:

1246 Bloomfield Rd
Crossover, Victoria 3821

Or

PO Box 1399
Warragul Victoria 3820

To Avoid Delays in the dispatch of Chilled Semen, please ensure all paperwork, including Chilled Semen Order Form, Payment Receipts, Cheques etc have been received by the Stud at least 24 hours prior to the scheduled dispatch of semen.