

2023/24 STALLION CONTRACT

This agreement is held between David Shoobridge Pty Ltd of 2067 Three Chain Rd, Lancefield Victoria (Agent) on behalf of the stallion owner(s), and the mare owner as stated below.

STALLION

- Toto Nation de Jeu (\$3300 inc GST)
- Vittorio DS (\$3300 inc GST)
- DeLorean (\$3300 inc GST)
- Maracana (\$3300 inc GST)

HANDLING FEES

- Semen collection fee (m,w,f): \$385 inc GST
- Weekend/out of hours: \$600 inc GST
- Shipping: at cost

MARE OWNER

Mare owner:

Telephone: _____

Email: _____

Address: _____

MARE DETAILS

Name: _____

DOB: Colour: _____

Sire: _____

Dam: _____

Estimated breeding date: _____

VETERINARY DETAILS

Name of clinic: _____

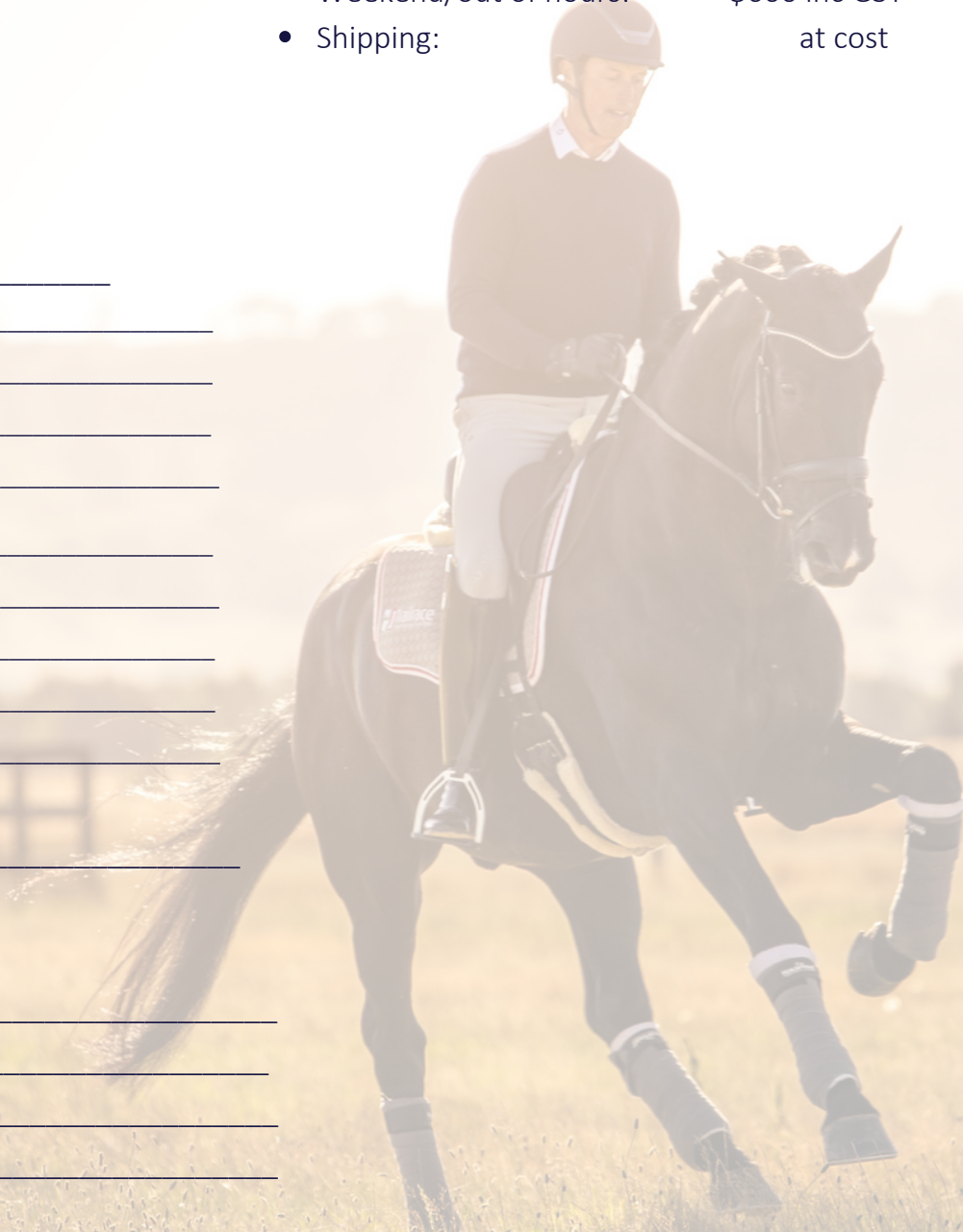
Telephone: _____

Treating vet: _____

Clinic address: _____



A copy of the mare's breeding papers must be supplied to David Shoobridge Pty Ltd at the execution of this contract.



DEFINITIONS

“**Agreement**” means this agreement held between the parties and any further agreement expressed and or agreed by the parties as to be supplemental to this agreement.

“**Collection Days**” means the days referred to in clause 2 of this Agreement.

“**Live Foal Guarantee**” means the guarantee of a live foal being born to the Mare subsequent to the Service of the Mare in accordance with this Agreement and as referred to in clause 8.

“**Mare**” means the mare the subject of this Agreement.

“**Service**” means the service of the Mare in accordance with this Agreement.

“**Service Fee**” means the fee payable by the owner of the Mare to the owner of the Stallion/Agent for the provision of the Stallion’s semen to the owner of the Mare in accordance with this Agreement.

“**Stallion**” means the stallion the subject of this Agreement.

TERMS & CONDITIONS

1. The Service Fee is payable in full to David Shoobridge Pty Ltd before the collection and dispatch of fresh/ chilled or dispatch of frozen semen.
2. Collection days will be Monday/Wednesday/Friday of the weeks between September 1st and February 28th with the exception of business closure over the Christmas holiday period of December 23th until January 2nd.
Should the owner of the Mare become aware that semen will be needed during this holiday period, they must immediately advise the owner of the Stallion/Agent in writing in order that frozen semen can be shipped to the Mare owner’s veterinary clinic prior to this holiday period. The business closure dates may change without notice to the owner of the Mare.
3. Any collections required outside of the Collection Days may be agreed on between the parties by appointment. Weekend collections will incur a \$600 +GST surcharge.
4. A minimum of 24 hours notice must be given to the Stallion owner/Agent for the collection and shipping of semen.
5. The owner of the Mare acknowledges that as the Stallion is a competition stallion, his availability may be inhibited by his competition schedule. Therefore, where possible, the owner of the Mare must give the Stallion owner/Agent 72 hours notice that semen is required in order to give the Stallion owner/Agent a reasonable opportunity to meet collection requirements.
6. If the Stallion is unavailable at the required time of collection for reason of his competition schedule or otherwise, the owner of the Mare agrees that:
 - i. a dose of the Stallion’s frozen semen can be shipped from Total Livestock Genetics at the Mare owner’s expense; or
 - ii. the Mare can be bred at her next ovulation; or
 - iii. an alternate stallion can be used from the list of stallions set out at the commencement of this Agreement, and in the event that the alternate stallion has a higher Service Fee the difference of such fee will be paid to the owner of the Stallion/ Agent within 7 days of the dispatch of such alternate semen.
7. The semen purchased by the owner of the Mare in accordance with this Agreement is not to be sold to a third party without prior written consent of the Stallion owner/Agent.
8. The Service is to be used only on the Mare unless otherwise agreed in writing between the parties. A further breeding contract must be completed and sent to the Stallion owner/Agent if it is agreed that an alternate mare can be substituted for the Mare the subject of this Agreement.
9. The Service Fee entitles the owner of the Mare to one live foal to be born in the breeding season which follows insemination of the Mare. If the breeding does not result in a live foal, the owner of the Mare is entitled to a return

breeding of the Stallion to be used in the breeding season which immediately follows the date of this Agreement.

10. The owner of the Mare is responsible for the cost of the collection and transport of semen at all times. This is to be paid directly to the collecting veterinarian unless otherwise agreed in writing between the owner of the Mare and the owner of the Stallion/Agent.
11. If the Mare fails to conceive after three attempts, the owner of the Mare agrees to have a uterine biopsy performed on the Mare prior to any further doses of semen being supplied by the owner of the Stallion/Agent.
12. Further doses of chilled semen may be agreed by the parties to be provided to the owner of the Mare in the event that the Mare does not fall pregnant and the procedure set out in clause 11 of this Agreement confirms that the Mare is in suitable condition to allow for a successful pregnancy. In such circumstances the owner of the Mare will incur a handling fee of \$220 per collection plus collection costs to be paid to the owner of the Stallion/Agent.
13. If the owner of the Mare uses frozen semen to impregnate the Mare, administration of a low dose of semen is permitted, however within 7 days of any successful subsequent pregnancies reaching 45 days gestation the owner of the Mare must advise the owner of the Stallion/Agent in writing of each such pregnancy. The parties agree that each such pregnancy will attract a Service Fee and will require a separate service contract to be entered into for each mare impregnated using semen from the Stallion in accordance with this Agreement.

A breeding return policy will apply from the date of each additional service contract entered into in accordance with this clause of the Agreement.

14. If the Service is used with embryo transfer and twin embryos are flushed, the owner of the Mare will advise the owner of the Stallion/Agent in writing within 7 days of the second pregnancy reaching 45 days gestation in a second recipient mare and a second Service Fee will be payable to the owner of the Stallion/Agent within 7 days of such notice being provided.
15. The owner of the Mare agrees to have the Mare scanned at 14, 21, 45 and 60 days gestation to monitor the pregnancy and to ensure twins are not present in the Mare.
16. The Live Foal Guarantee does not apply if twin pregnancies are missed in the Mare, or any mare used in a split dose insemination of any further mares in accordance with clause 13 of this Agreement. The owner of the Mare assumes all risk and responsibility in such circumstance of a missed twin pregnancy.
17. Should the mating result in abortion or a stillborn foal, or that foal dies within 24 hours of birth, the owner of the Mare must provide the owner of the Stallion/Agent with a veterinary certificate stating as such.
18. A handling fee of \$220 is payable if exercising the return breeding arrangement provided for in accordance with clause 12 of this Agreement.

AGREEMENT

Signed and agreed:

Mare owner

Stallion owner/agent

Date