

# Mr Awe Luminary (imp)

Appaloosa

BREEDING CONTRACT FOR CHILLED TRANSPORTED SEMEN (Payment Plan)

0754 630 403 or 0429 005 289

THIS AGREEMENT, made and entered into this.....day of..... 2009.

Between..... (hereinafter referred to as the "Mare Owner")

and Amanda Ryan (hereinafter referred to as the "Stallion Owner") WHEREAS the Stallion Owner is the owner of as certain stallion named "Mr Awe Luminary" (hereinafter called the "Said Stallion") and the Mare Owner is the owner of a certain mare named..... breed.....

Registration number..... (Hereinafter referred to as the "Said Mare") and the parties hereto desire to

contract hereby for the servicing of the Said Mare by the Said Stallion during the season, which ends December 20, of the said season (2009), upon the terms and conditions hereinafter set forth, namely:

1. The 2009 service fee for Said Stallion is \$1,200. (Semen Only and AI Only) No GST.
2. A deductible, non-refundable \$300 booking fee is payable with this contract, paid by the Mare Owner to the Said Stallion, the receipt whereof is hereby acknowledged, the Stallion Owner now reserves the Mare Owner one booking in the Said Season to the Said Stallion for the cover of Said Mare.
3. The balance of the service fee for the Said Stallion is the sum of \$900. Which sum shall be paid by the Mare Owner to the Stallion Owner upon service, by post or otherwise, of a photocopy of a certificate by a veterinarian nominated by the Mare Owner, certifying that the Said Mare has been examined for pregnancy 14 days after any Said Service by Said Stallion and found to be pregnant. The following payment plans are available to mare owners APPROVED by the stallion owner:

## Option 1:

The remaining \$900 owed for the service to be paid off at \$75.00 per week (total of 12 consecutive weeks). Payment plan to become effective when the mare returns a 14 day positive preg test.

## Option 2:

The remaining \$900 owed for the service to be paid off at \$100.00 per week (total of 9 consecutive weeks). Payment plan to become effective when the mare returns a 14 day positive preg test.

## Option 3:

The remaining \$900 owed for the service to be paid off at \$300.00 per month (total of 3 consecutive months). Payment plan to become effective when the mare returns a 14 day positive preg test.

Any payment plans not paid by the mare owner could result in additional legal fees to the mare owner.

4. The Mare Owner is to understand that the service fee of \$1200 is for SEMEN ONLY and ALL fees associated with the collection and shipping of semen is to be paid by the Mare owner. The Stallion Owner will not accept any debt occurred by the Mare Owner, and all money owed must be paid before breeding certificates will be issued.
5. Semen for the said stallion is to be ordered with Amanda Ryan. Phone: 07 5463 0403 or 0429 005 289  
Email: [amandaryan@activ8.net.au](mailto:amandaryan@activ8.net.au)
6. If after 42 days after the expiration of the Said Season, the Said Mare is found not to be pregnant, then no Service Fee shall be payable but all other monies hereinbefore set forth shall be paid as herein provided and this agreement shall in all other respects be performed and observed.

- 7. Upon payment of ALL monies payable hereunder and performance of the agreement in all other respects the Stallion Owner shall deliver to the Mare Owner the Service Certificate.
- 8. If during the Said Season the Stallion Owner shall fail to, or be unable to, perform this contract by reason of death or injury of the Said Stallion before serving the Said Mare, any amount paid under Clause 2 hereof shall be refunded to the Mare Owner where upon all further obligations of the Stallion Owner shall cease.
- 9. Provided that the Mare Owner in all respects observes and performs this contract and if, after it has been duly certified that the Said Mare is pregnant, she shall not, (otherwise than due to her death or to any act of neglect of the Mare Owner) give birth to a live foal (as defined by the Australian Blood horse Breeders Association) which shall be certified by a qualified veterinarian to have not survived and notification of a veterinarian's certificate of its death is given to the Stallion Owner within 14 days of such death, then the Mare Owner shall be entitled to a return service by the Said Stallion (in the season immediately following the Said Season), if the Said Mare does then not become pregnant, or give birth to a live foal, the Mare Owner shall not be entitled to any further free services.
- 10. This contract shall not be transferred or assigned by the Mare Owner, unless written consent is obtained from the Stallion Owner.
- 11. The Mare Owner's signature on this contract certifies that he/she has read and fully understands all of the terms and conditions outlined herein and accepts this contract as a legal and binding instrument on behalf of the Owner, Owner's heirs, successors and assigns. This agreement constitutes the entire agreement between the parties. No other agreements whether verbal or implied, are included. This contract may not be transferred or assigned.

Payment Plan chosen.....  
 Mare Owner

Signed..... Date.....  
 Mare Owner

Signed..... Date.....  
 Stallion Owner

Payment Options:  
 Cheque made out to:  
 Amanda Ryan  
 1578 Boonah-Rathdowney Rd  
 COOCHIN QLD 4310

Direct Deposit:  
 Amanda Ryan  
 BSB: 734630  
 ACCT: 613082

# Mr Awe Luminary (imp)

CHILLED SEMEN SHIPPING FORM  
0754 630 403 or 0429 005 289

NAME OF MARE OWNER.....

ADDRESS.....

..... PCODE .....PHONE.....

EMAIL.....

NAME OF MARE.....

BREED..... REGISTRATION NO.....

**A COPY OF THE MARES REGISTRATION PAPERS IS REQUIRED WITH THIS FORM**

*Shipping Address:*

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CONTACT NAME.....PHONE NUMBER.....