

# **COLIBAN QUARTER HORSE STUD**

## **Natural Cover On Farm Breeding Contract to Tru Blu Texan (imp) 2011 Season**

ABN 52824775517

THIS STALLION BREEDING CONTRACT is made and entered into on ..... /..... /..... between **Coliban Quarter Horse Stud** and ..... herein after referred to as the designated Mare Owner.

Address:.....  
Phone /Fax..... Mobile..... E-mail.....  
Mare Owner agrees to breed the Mare ..... Reg. Number .....

*Two or more mares owned by the same person may be bred for AU\$1150.00 each subject to the following conditions.*

- 1.** The Stallion fee includes a **\$550** deductible/ non refundable booking fee payable on execution of this contract. The booking fee is applicable for the current breeding season only. The remainder of the stallion fee (**\$850**) is payable once the mare has been covered and prior to the mare being released from the stud – **NO EXCEPTIONS**
- 2.** The breeding season in force for this contract shall begin September 1st 2011 and close December 15<sup>th</sup> 2011.
- 3.** The above listed stallion will stand the season at Newdegate, WA, for Live Cover On the farm.
- 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 and lives for 1 week. If the foal is born dead, a veterinary certificate must be provided within seven (7) days, in which case the mare will be eligible for a return service the following year only. Failing to do so will result in LFG becoming null and void. If returned a rebooking fee of \$350.00 is payable. The same applies to a mare who fails to reach a positive 45 day pregnancy in the current breeding season. Mares which are brought back into work, competing under saddle or shown in hand from the first day of service until foaling, will not be given a LFG regardless of conditions. Mares that are sold on in foal to new owners will not have a LFG included with the sale. It remains with the original mare owner only. Mares which are older than fifteen (15) years at time of breeding, who fail to deliver a live foal, will not be given a LFG and will not receive any refunds for any reason. A younger substitute mare, approved by Coliban QHs and who is registered to the same owner, will be eligible for a rebreed the following year only. Mare owners who wish to remove their mares straight after breeding must undertake a follow up 45 day pregnancy test to satisfy Stud LFG. **All fees incurred including agistment, balance of breeding fee etc must be paid in full before the stud will release the mare and allow the removal of the mare from stud. NO EXCEPTIONS**
- 5.** If the mare fails to produce a live foal the second year, this contract is extinguished.
- 6.** Mare owners are responsible for all Veterinary and Agistment fees (TBA \$..... per week)
- 7.** The mare must be quiet, free from infections & contagious disease, wormed, vaccinated for tetanus, strangles and certified in good physical & sound breeding condition PRIOR to her delivery to the breeding farm. Upon arrival at stud, all mares will be wormed. They will be preg-tested with **an external ultrasound** on day 21 and blood tested with Pregnamare test on day 45. These costs will be the responsibility of the mare owner and will be invoiced accordingly.
- 8.** Service may be refused to any mare without explanation or reason.
- 9.** **Coliban 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.
- 10.** 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 **Coliban QH's** of any responsibility.

**11.** A Breeders Certificate will be issued for the foal conceived by this mating when the Stallion fee and all other expenses are paid in full and the mare has been tested pregnant at 45 days and pronounced safe in foal (except mares in Clause 1)

**12.** 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.

**13.** The Mare Owner will meet the Stallion Owners legal costs in relation to any breach of this contract by the Mare owner

**14.** All transport arrangements and costs shall be the responsibility of the mare owner. The mare owner must give at least 48 hours notice to the stud of their intention to deliver or collect mare.

(Each party should individually initial additional conditions)

***ONCE THE BREEDER AND MARE OWNER HAVE SIGNED THIS CONTRACT, IT WILL THEN BE BINDING ON BOTH PARTIES, SUBJECT TO THE ABOVE TERMS AND CONDITIONS.***

Please sign and return to  
Coliban Quarter Horse Stud  
P.O Box 126  
Newdegate WA 6355 Australia

Make all cheques payable to 'Coliban Quarter Horse Stud'.

For EFT payments, BSB: 036156 ACC NO: 121444

I ..... Hereby agree to the above conditions.

..... DATE .....

..... DATE .....

Mare Owners Signature (or Authorised Agents)

Stallion Owners Signature