



MUSCLE MASS BREEDING CONTRACT
Season 2009/10

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Name: _____

Address: _____

Phone Home: _____ Bus: _____

Fax: _____ Mob: _____

E-mail: _____

Mare: _____ LDOS: _____

Mare: _____ LDOS: _____

Mare: _____ LDOS: _____

Mare: _____ LDOS: _____

Mare: _____ LDOS: _____

MUSCLE MASS 2009/10

PAY ON LIVE FOAL

SERVICE FEE \$5,500.00 INC GST, FROZEN SEMEN.

PAYMENT 42 DAYS POSITIVE TEST

SERVICE FEE \$4,950.00 INC GST, FROZEN SEMEN.

Stallion Station Pty Ltd. P.O. Box 126 Melton Vic 3337

I hereby agree to the conditions of service given overleaf and wish to apply for the supply of semen in respect of the mare/s listed above.

Breeder's name: _____

Stallion Station: _____

Signature: _____

Signature: _____

Date: _____

Date: _____

TERMS AND CONDITIONS OF STALLION STATION PTY LTD 2009/10 SEASON

1. This service contract is valid only between Stallion Station and the Owners of the mare(s) booked specifically by name.
 2. The mare owner declares the named mare(s) shall be healthy and in sound breeding condition.
 3. The stallion service fee will be payable within thirty (30) days of invoice date and the mare(s) owner agrees that the stud is under no obligation to offer a free return should the service fee not have been paid by the due date.
 4. The stallion service fee will be invoiced following a confirmed manual positive pregnancy test, or following the due date of forty two (42) days if the mare is not resident on the stud and where the mare(s) owner or agent has not furnished the Stud with a negative pregnancy test.
 5. If accounts are not within thirty days of invoice, the outstanding account may be forwarded to a Debt Collection Agency for recovery of the outstanding monies. Collection costs will be added to the account.
- Live foal guarantee will not apply if payment is not made within these terms.**

6. Return Service Conditions:

A return service will be offered to the mare(s) owner only under the following conditions:

- (a) Stallion service fee has been paid in full within thirty (30) days of invoice date.
 - (b) A negative pregnancy test certificate has been furnished to the stud.
 - (c) Failure of the mare(s) to produce a foal that stands and lives for seven (7) days.
 - (d) The mare(s) has been properly cared-for during gestation and presented for foaling under controlled foaling conditions.
 - (e) The mare(s) is not shipped overseas.
 - (f) Return service claims must be notified to Stallion Station within fourteen (14) days of the mare's due foaling date or the birth of the foal.
7. Return service mares shall be liable for a \$330.00 administration fee.
 8. The Mare(s) Owner will be liable to pay interest of 18% per annum on all accounts not paid within thirty (30) days of invoice.
 9. All owners and agents of owners shall have joint and several liability for all amounts due under this agreement.
 10. This contract becomes null and void if either the nominated mare or the stallion dies.
 11. The breeder / the broodmare owner or person signing this contract shall provide the stud with any adverse details relevant to the mare's breeding history.
 12. The breeder hereby acknowledges that it is their responsibility to understand and agree to these terms and conditions of service - in particular the payment of service fee.
 13. Right of Refusal: The stallion management or the chosen stud has the right to decline any application for service or any mare at its sole discretion.
 14. Any variation of the terms to this agreed between Stallion Station and the breeder must be signed off by management and confirmed by return mail or fax to the breeder or are not valid.
 15. By signing this contract the breeder certifies that they are the owner of the mare/s or have the authority to enter into this contract on behalf of the owner/s. They accept the terms and conditions above and take full responsibility for payment of the service fee and associated costs.

CONDITIONS APPLICABLE TO TRANSPORTED SEMEN

The service fee relates to the provision of semen only. All other costs incurred at the property where the mare is served shall be the responsibility of the broodmare owner and will be invoiced by the stud concerned; this includes stud veterinary fees and agistment costs.

The onus is on the Breeder to familiarise himself with the chosen stud's charges and terms and conditions that do not form part of this contract.

Semen Transport costs shall incur a separate charge and are **not** inclusive of the stud fee.

Stallion Station accepts no responsibility for any defects detected in the semen that have occurred after the semen has left the premises.

Stallion Station shall not be responsible for tampering with semen shipping containers or their contents once they have left the property.