

# SEMEN SUPPLY CONTRACT

**THIS AGREEMENT** is between the individual or entity named in **item 1** of schedule 1 (**Stud**) and the individual or entity named in **item 2** of schedule 1 (**Breeder**).

- BACKGROUND**
- The Stud is the owner or manager of the stallion named and identified in **item 3** of schedule 1 (**Stallion**).
  - The Breeder is the owner or entitled to possession of the mare named and identified in **item 4** of schedule 1 (**Mare**).
  - The Breeder has requested the Stud to supply chilled or frozen semen of the Stallion (**Semen**) as indicated in **item 5** of schedule 1.

## THE STUD AND THE BREEDER AGREE:

### *1. Fees and costs*

- 1.1 The Breeder must pay the service fee specified in **item 6** of schedule 1 when the Breeder signs this contract and returns it to the Stud.
- 1.2 All other costs and expenses relating to the supply, transportation and insemination of the Semen are payable by the Breeder.

### *2. Supply of Semen*

- 2.1 Provided all fees relating to transportation of the Semen are paid or secured, the Stud must supply to the Breeder or whomever the Breeder directs in writing, sufficient Semen for the number of inseminations of the Mare specified in **item 7** of the schedule.
- 2.2 The Breeder must not use the Semen for insemination of any horse except the Mare.
- 2.3 Provided all money owing to the Stud under this contract is paid, the Stud will, if requested by the Breeder, certify the details of the supply of the Semen. The Stud will not, in any circumstances, issue a service certificate relating to insemination of the Semen.

### *3. Transport of Semen*

- 3.1 The Breeder must give the Stud at least 72 hours prior written notice of where and to whom the Semen is to be transported (**Destination Point**).
- 3.2 Ownership of the Semen passes to the Breeder when all money owing to the Stud and liabilities to indemnify it are fully paid and discharged.
- 3.3 The risk of loss of, or damage to, the Semen passes to the Breeder at the moment when the Semen is received by the person who will transport it to the Destination Point.
- 3.4 The Semen transport container belongs to the Stud or its contractor and must be returned to the Stud or the contractor, as the Stud directs, as soon as the Semen is inseminated or transferred into a veterinarian's storage facility, whichever happens first.

#### **4. Free return**

- 4.1 If the free return applies (see **item 8** of schedule 1) then, subject to clause 4.2:
- (a) the Breeder is entitled to a repeat of the service, on the terms of this agreement;
  - (b) the Breeder may rebook the Mare for the same or next breeding season; and
  - (c) the Stud will not charge a service fee, but the Breeder must pay all other breeding costs.
- 4.2 The free return is conditional on the Breeder:
- (a) giving the Stud a veterinarian's report addressed to the Stud confirming that the Mare failed to produce a live foal (one that stands and sucks) and stating the probable cause;
  - (b) proving to the Stud's reasonable satisfaction that the Breeder did not contribute to the probable cause of the Mare's failure to produce a live foal; and
  - (c) assuming the Mare is alive, the Breeder remaining the breeder of the Mare.

#### **5. Limited Liability**

- 5.1 The Stud and its employees, agents and contractors will not be liable to the Breeder for:
- (a) the loss of or damage to the Semen after it is delivered to the person who will transport it to the Destination Point;
  - (b) the death, injury, illness or disease of the Mare or any foal alongside her; or
  - (c) any other direct, indirect or consequential loss or damage of any kind – however caused, including (but not limited to) the negligence or misconduct of the Stud or its employees, agents or contractors, arising from or related to the supply, transportation or insemination of the Semen.

#### **6. General**

- 6.1 The Stud is not obliged to take out or maintain a policy of insurance covering loss of, or damage to, the Semen in any circumstances.
- 6.2 If any term of this contract is unenforceable or void by reason of any present or future law, it must be severed, and the document must be construed without it and the remainder given full force and effect.
- 6.3 The terms of this contract and any booking form constitute the entire agreement of the parties concerning the Semen. The only enforceable obligations and liabilities of the parties in relation to the Semen are those expressed in or necessarily implied into this contract and any form. Any prior representations, statements or promises in relation to the Semen are merged in and superseded by this contract and the form.
- 6.4 The laws of the state or territory in which the Stud's premises are located apply to this contract and the parties submit unconditionally to the non-exclusive jurisdiction of the courts and tribunals of that state or territory in respect of any claim or dispute between them under this contract.

**Sign and date last page**

**ITEM 1** Stud's name, address, telephone and fax numbers

**ITEM 2** Breeder's name, address, telephone and fax numbers

**ITEM 3** Stallion's name and identification

**ITEM 4** Mare's name and identification

**ITEM 5** Type of semen:  Chilled  Frozen

**ITEM 6** Service fee (including GST)

**ITEM 7** Number of inseminations

**ITEM 8** Free return:  Yes  No

## SIGNATURES AND DATE

Signed by or on behalf of the Stud

Date

Signed by or on behalf of the Breeder

Date

Print name of person signing for the Breeder