

FOXHUNTER PARK TEAM QEB

STALLION SERVICE AGREEMENT

THIS AGREEMENT

This Agreement is made on the **Agreement Date** specified in the Information Schedule.

BETWEEN:

The Party named as **Stallion Owner** in the Information Schedule.

AND:

The Party named as **Mare Owner** in the Information Schedule.

The Stallion Owner (or agent) agrees to sell to the Mare Owner (or agent) the Stallion's Semen on the terms set out in this Agreement (including the Stallion Owner's Standard Terms) and the Parties otherwise agree as follows.

INFORMATION SCHEDULE

Agreement Date: _____

Stallion Details

Stallion Owner or Agent: Megan Fox and Jacqueline Huppert

Postal Address: _____

Email Address: foxhome@bigpond.net.au

Phone No: _____

Stallion Name: Cognac Diamond

Mare Owner Details

Mare Owner or Agent: _____

Postal Address: _____

Email Address: _____

Phone No: _____

Veterinarian/AI Technician Details

Name of Veterinarian/AI Technician: _____

Name of Vet Clinic: _____

Vet Clinic Postal Address: _____

Vet Clinic Email Address: _____

Vet Clinic Phone No: _____

Mare Details

Mare Name: _____

Sire: _____ Dam: _____

Date of Birth: _____ Height: _____ Colour: _____

Markings: _____

Brands: (NS) _____ (OS) _____

Breed: _____

Registrations (if applicable)

Stud Book: _____ Registration No: _____

Stud Book: _____ Registration No: _____

Stud Book: _____ Registration No: _____

Mare's Breeding History

Maiden Mare: Yes No

No. of Live Foals: _____ No. of Stillborn Foals: _____ No. of Slipped Foals: _____

Mare's Last Breeding Year: _____ Last Service Date: _____

- Past Breeding Methods:
- Natural Insemination
 - Artificial Insemination on Stud
 - Artificial Insemination with Chilled Semen
 - Artificial Insemination with Frozen Semen

Purchase Details

Semen Purchase Price: \$1650.00

Straws of Semen (chilled/frozen): _____

Collection Fee (per dose): \$165.00

Transport Fee (if known/payable by the Mare Owner): _____

Signed, Sealed and Delivered by Jacqueline Huppert (as **Stallion Owner** or agent)

Date: _____

Signature: _____

Signed, Sealed and Delivered by _____ (as **Mare Owner** or agent)

Date: _____

Signature: _____

STALLION SERVICE AGREEMENT STANDARD TERMS

1. Definitions and Interpretation

In this Agreement unless a contrary intention appears:

- 1.1. "Agreement" means this Agreement and includes the Item Schedule;
- 1.2. "Semen" means a dose of semen from the Stallion;
- 1.3. "Claim" includes any claim, demand, remedy, suit, injury, damage, loss, cost, liability, action, proceeding, right of action and claim for compensation;
- 1.4. Where a term is given a meaning in the Information Schedule then that term will have that meaning in this Agreement;
- 1.5. A reference to a party to this Agreement includes:
 - 1.5.1. when an individual, the party's legal personal representatives;
 - 1.5.2. when several individuals, those individuals jointly and their respective legal personal representatives; and
 - 1.5.3. the party's successors and assigns.

2. General

- 2.1. When any provision contained in this Agreement requires a party's consent or approval, then unless the provision expressly provides otherwise, that consent:

- 2.1.1. shall not be unreasonably withheld or delayed or granted subject to unreasonable conditions; and
 - 2.1.2. is only effective when given in writing and signed by or on behalf of the Party.
- 2.2. When a covenant contained in this Agreement prohibits a party from doing anything, it also prohibits a party from authorising or allowing it to be done by any other person.
- 2.3. If any provision contained in this Agreement is or becomes legally ineffective, under the general law or by force of legislation, the ineffective provision shall be severed from this Agreement which otherwise continues to be valid and operative.
- 2.4. The parties agree that the whole of the agreement between the parties relating to the subject matter of this Agreement is contained in this Agreement.
- 2.5. This Agreement may be executed in any number of counterparts and all counterparts, taken together, constitute one instrument. For that purpose:
 - 2.5.1. a party may exchange and deliver a counterpart of this Agreement by facsimile or by email transmission.
 - 2.5.2. a party may execute this Agreement by signing any counterpart, including a counterpart constituted by a facsimile or email transmission.
- 2.6. This Agreement is governed by and construed in accordance with the laws of Queensland and each party submits to the non-exclusive jurisdiction of the courts of Queensland.
- 2.7. This Agreement may only be amended or supplemented in writing, signed by the parties.
- 2.8. The non-exercise of or delay in exercising any power or right of a party does not operate as waiver of that power or right, nor does any single exercise of any power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the party to be bound by the waiver.
- 2.9. Each party must do, sign, execute and deliver and must ensure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another party effectively to carry out and give full effect to this Agreement and the rights and obligations of the parties under it.

3. Request for Semen

The Mare Owner must provide a copy of this Agreement properly completed and signed and such document will be treated as a request for the Semen.

If the Stallion Owner agrees to provide Semen to the Mare Owner, then the parties shall be treated as being parties to this Agreement, even if this Agreement is not signed by one of them and even if the particulars in this Agreement are not properly completed.

4. Collection and Delivery

The Stallion Owner shall collect the Semen from the Stallion only after the following have been satisfied:

- 4.1. this Agreement has been properly completed by the Mare Owner and provided to the Stallion Owner;
- 4.2. the Stallion Owner has accepted the Mare Owner's request for Semen and agreed to provide the Semen; and
- 4.3. the Mare Owner has paid all fees and costs payable by the Mare Owner under this Agreement, and where such costs are not known (with certainty), the Mare Owner has paid the Stallion Owner's estimate of any such costs.

The Stallion Owner shall provide the Semen only to an appropriately qualified veterinarian or AI Technician.

The Stallion Owner shall provide the Semen in an appropriate container and the parties shall use their best endeavors to cooperate with each other (particularly in relation to timing) for the purpose of making the Mare pregnant.

The Mare Owner shall pay to the Stallion Owner the Collection Fee for each dose of Semen provided.

The Mare Owner shall pay all costs of transport of the Semen (including the cost of any container).

5. Insemination

The Semen is provided for and must only be used for insemination of the Mare.

The insemination must be undertaken by a suitably qualified veterinarian or AI Technician.

6. Suitability for Purpose

If, following delivery (and thawing if applicable) of the Semen, the veterinarian or AI technician provides a written statement that the Semen is unsuitable (for breeding purposes) and that the Semen has not been used, then the Stallion Owner shall use best endeavors to provide a replacement dose of Semen as soon as practicable.

A certificate signed by the veterinarian or the AI Technician will be treated as sufficient evidence of that person's opinion and conclusive as between the parties of the facts stated in it. The costs of any such replacement Semen shall be borne as follows:

- 6.1. any Collection Fee shall be borne by the Stallion Owner; and
- 6.2. any Transport costs shall be borne by the Mare Owner.

7. Further Collection

7.1. If the insemination of the Mare is not successful because:

- 7.1.1. the Mare does not become pregnant;
- 7.1.2. the Mare becomes pregnant, but the Mare aborts the foal fetus before term; or

- 7.1.3. the Mare becomes pregnant and the foal is born but the foal dies within 48 hours of birth, then, the Mare Owner may request the Stallion Owner to provide a further dose of Semen.
- 7.2. If the Mare Owner request a further dose of Semen, under this Clause 7, the Mare Owner must provide copies of the following to the Stallion Owner:
- 7.2.1. a written and signed report from the relevant veterinarian or AI Technician confirming that the Mare was inseminated and that such insemination was not successful;
- 7.2.2. evidence that the Mare Owner has undertaken timely and appropriate scans including the following:
- 7.2.2.1. a scan for twins or abortion within eighteen (18) days of the date of insemination; and
- 7.2.2.2. a further scan for twins or abortion during the period which starts forty (40) days after insemination and ends sixty (60) days after insemination; and
- 7.2.3. such other information as the Stallion Owner reasonably requires.
- 7.3. If the Mare Owner requests a further does of Semen and the Mare Owner provides the information required under Clause 7.2 and the mare Owner pays the further Collection Fee and Transport Fees then, subject to this Clause 7, the Stallion Owner shall use its best endeavours to provide a further dose of Semen to the Mare Owner.
- 7.4. Notwithstanding any other provision, the Stallion Owner is not required to provide any more than the initial dose of Semen and two further doses of Semen to the Mare Owner.
- 7.5. The Mare Owner is required to pay the Collection Fee and the Transport Fees and any other fees relating to all (including any further) doses of Semen – but a purchase price is not payable for the further doses.
- 7.6. For the avoidance of doubt, this Agreement does not include a *Live Foal Guarantee* or *LFG*. This Agreement provides only for the Mare Owner to request up to two (2) further does of Semen in the circumstances set out in the clause.

8. Payment of Fees

The Mare Owner shall pay the Semen Purchase Price and all fees to the Stallion Owner or as the Stallion Owner directs.

Unless otherwise stated, all amounts quoted are exclusive of GST and the Mare Owner shall pay any GST in exchange for a *tax invoice* for the relevant amount and the relevant GST.

9. Service Certificate

The Stallion Owner will provide a completed and signed Service Certificate for the Mare, to the Mare Owner by the later of:

- 9.1. the date which is sixty (60) days after receipt of written confirmation from the Mare Owner (with written evidence from the Veterinarian or AI Technician) that the Mare is pregnant (to the Stallion);
- 9.2. the date which is fourteen (14) days after receipt of all monies owing by the Mare Owner to the Stallion Owner under this Agreement (or any account).

10. If Stallion is unable to Breed

If, for any reason (including for example, death, injury or unavailability due to competition) the Stallion Owner is unable to provide Semen at any time then:

- 10.1. the Stallion Owner may inform the Mare Owner of that unavailability and the parties shall negotiate in good faith for the purpose of agreeing upon an alternate time or other solution.
- 10.2. if the Stallion Owner has not provided any Semen to the Mare Owner pursuant to this Agreement, either party may, by notice, terminate this Agreement in which event the Stallion Owner shall refund the Semen Purchase Price to the Mare Owner.

If the Stallion Owner has provided an initial dose of Semen to the Mare Owner but the Stallion Owner is unable to provide a further dose of Semen (as contemplated by Clause 7) then the mare Owner is not entitled to any refund of any moneys.

11. If Mare is unable to Breed

If, due to death or injury or due to a failure on the part of the Mare to become pregnant, the Mare Owner seeks to change the Mare to a substitute mare then:

- 11.1. the Mare Owner may inform the Stallion Owner of that request; and
- 11.2. the Stallion Owner may, at the Stallion Owner's discretion, agree to treat the substitute mare as the Mare for the purposes of this Agreement.

12. No Liability

The Mare Owner accepts all risk for any Claim incurred by or suffered by the Mare or the Mare Owner or the Mare Owner's agents or employees in relation to or arising from the Stallion, the Semen or the subject matter of this Agreement.

The Mare Owner releases the Stallion Owner from (and agrees to indemnify the Stallion Owner against) any Claim in relation to or arising from the Stallion, the Semen or the subject matter of this Agreement including any Claim for negligence by the Stallion Owner or negligence by any agent or employee of the Stallion Owner.

The Mare Owner agrees that, notwithstanding any other provision of this Agreement or otherwise, the maximum liability of the Stallion Owner under this Agreement (or in relation to this Agreement) shall be limited, at the election of the Stallion Owner, to:

- 12.1. replacement of the product (the Semen) provided by the Stallion Owner under this Agreement; or
- 12.2. refund of the Purchase Price for the product (the Semen) provided by the Stallion Owner under this Agreement.

END OF STANDARD TERMS