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AVENEL, VIC 3664

**EMPIRE**
STALLIONS CORP P/L

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STALLION SERVICE CONTRACT FOR 2010/11 BREEDING SEASON

STALLION REQUESTED: _____ Service Fee: _____

Notes: _____

Name of Mare: _____ Brand: _____

Mare's Pedigree: _____
Sire of Mare Dam of Mare Sire of Dam

Owner of Mare: _____

Address: _____

Town: _____ State: _____ Postal Code: _____

Phone: _____
(Home) (Business) (Fax) (Mobile)

Email Address: _____

Free Return From a Previous Season? Y N For Which Mare? _____ Year Bred _____

Bred Last Season? In Foal Slipped Empty To Which Stallion _____

Last Service Date _____ If Already Foaled, Give Date & Result _____

Place Mare To Be Served: _____

Contact Name: _____ Contact Number: _____

Multiple mare service fee discounts apply only if the required number of mares to any combination of Empire stallions have a final positive test. Discounts apply only to the number of positive tests, not the number of mares booked or bred. Invoiced service fees must be paid in full within 30 days of invoice date OR FULL SERVICE FEES WILL APPLY.

For all semen shipments within the state of Victoria or by Australian Air Express Direct Flights to Adelaide, Brisbane, Canberra, Hobart, Launceston, Newcastle, Perth, Sydney, a once per season freight and container charge of \$110.00 incl GST will be invoiced to each mare bred by semen transport this season. Semen sent to all other destinations may incur additional charges at the option of Empire Stallions.

I certify that I am the sole owner, co-owner or lessee of the mare to be bred and have the authority to enter into this contract on behalf of the owner(s). I accept all conditions and terms of this contract including overleaf and take full responsibility for the service fee and semen transport costs.

Owner or Authorized Agent Responsible for Payment

Date

Approved by Empire Stallions Corp. P/L

Date

GENERAL TERMS & CONDITIONS APPLICABLE TO EMPIRE'S STALLION SERVICE CONTRACT

- This Contract and any charges hereunder shall not be assigned nor transferred without the written consent of Empire, and is valid only between Empire and the owner(s) of mares bred under this contract. In the event said mare is sold, the service fee, if unpaid, shall immediately become due and payable by the breeder under this contract.
- Empire Stallions has the right to refuse service to any mare at any time at their sole discretion. Mare owners agree that mares bred under this contract shall be healthy and in sound breeding condition.
- All stallion service fees will be invoiced at 42 days following the mare's last date of service except where the mare's owner(s) have furnished Empire with a negative pregnancy result.
- The Stallion Service fee and other charges will be payable within 30 days of invoice date and the mare owners agree that Empire is under no obligation to offer a return service should the service fee not have been paid by the due date. Interest of 1% per month will be charged on all accounts not paid within 30 days as well as an overdue account service charge of \$20.00 per mare per month.
- Return Service Conditions: If after a positive test and providing the agreed upon service fee has been paid in full to Empire, should the mare prove not to be in foal, slip a foal, have a dead foal or the foal fails to stand and suckle unassisted or if the mare dies prior to foaling, Empire shall have the option of offering a service fee refund or a return service to the same stallion with the same mare or substitute by agreement. A veterinary certificate which identifies the mare and certifies her failure to produce a live foal must accompany all refund or return claims prior to or within 14 days of her foaling date or the death of the foal. A return service will not be offered if a qualified veterinarian determines that the mare has not been properly cared for during her pregnancy and/or was not presented for foaling under controlled foaling conditions.
- A return service must be used in the immediate or following breeding season in order to be valid. A return service will be deemed to be satisfied in full once the nominated return mare has a 42-day positive test unless otherwise agreed by Empire Stallions. A live foal guarantee does not apply to return service mares following a 42-day positive test.
- Return services may be liable for a \$150.00 administration fee.
- Return services or complimentary services are not counted towards multiple mare discounts.
- Return services will not be provided to any mare bred in Australia who is subsequently transported outside of Australia.
- It is the responsibility of the owner of the mare to immediately notify Empire in writing if the mare dies or becomes unfit to be bred prior to or during the breeding season. Should the stallion for any reason become unfit for service before or during the current breeding season, or if the mare should die or otherwise become unfit to be served, this contract shall be considered null and void except in respect of accrued expenses due Empire.
- Neither Empire Stallions, the syndicate manager nor the owners of the stallion, make any representations as to a stallion's fertility, including but not limited to, its ability to cause a mare to become pregnant.
- The owner of the mare bred under this contract or any subsequent owner will not be provided a Certificate of Service nor shall they be entitled to register the resulting foal with any Harness Racing Authority until such time as all charges due to Empire from the undersigned owner(s) have been paid in full.
- The owner of the mare bred under this contract hereby grants to Empire Stallions a lien and security interest in and to the named mare and any offspring of the mare arising out of this Contract pursuant to unpaid service fees and costs due to Empire. Empire Stallions shall have the right to sell this collateral in satisfaction of its lien in accordance with all applicable laws. The owner of the mare hereby irrevocably appoints Empire Stallions as its attorney to do all acts including exercising its power to sell to recover all monies, costs and expenses due Empire under this contract. In the event legal assistance is required to collect charges accruing hereunder, the legal expenses incurred shall be borne by the undersigned owner/authorized agent.
- The owner of the mare agrees that no claim will be made against Empire Stallions for any loss or damage which the owner may suffer arising from the death or injury to the mare and/or foal as a result of breeding under this contract.

CONDITIONS APPLICABLE TO TRANSPORTED SEMEN

- Semen will not be provided until a signed and completed Stallion Service Contract has been received and approved by Empire.
- Empire Stallions reserves the right to limit the provision of semen to a maximum of two shipments per cycle and to a maximum of three cycles per season per mare.
- Empire Stallions reserves the right to supply semen to approved destinations only.
- Semen collection days are Monday, Wednesday and Friday.
- The owner of the mare agrees to notify Empire Stallions whether or not a pregnancy has resulted 15-18 days after the last date of service with the owner being invoiced at 42 days from last date of service if not otherwise notified of a result.
- The service fee relates to the provision of semen only. All other costs including scanning, insemination, vet fees, agistment, working fees, etc., incurred at the destination of the semen or where the mare is served, are the responsibility of the owner of the mare and do not form part of this contract.
- The owner of the mare bred under this contract is responsible for the payment of semen transport and container costs separate from the service fee regardless of a positive or negative pregnancy test.
- Semen transport containers and/or their contents that may have been tampered with or defects detected in semen that may have occurred after leaving the premises of Empire Stallions shall not be the responsibility of Empire Stallions.
- This service contract will be governed by the laws of the State of Victoria and the parties hereby submit to the jurisdiction of the courts of this state.