



# Breeding Contract 2009 - 2010

Mobile: 0428 526 231 | Email: [nentura@bigpond.com](mailto:nentura@bigpond.com) | Website: [www.nentura.com.au](http://www.nentura.com.au)

Mare owner's name: \_\_\_\_\_

Postal address: \_\_\_\_\_

Residential address: \_\_\_\_\_

Phone: (h) \_\_\_\_\_ (m) \_\_\_\_\_

Email: \_\_\_\_\_

Please attach a copy of rego papers. Mare must be quiet, halter broken, free from any infectious or contagious disease, wormed regularly and within 6 weeks, vaccinated annually for tetanus and strangles, and have all shoes removed and feet trimmed.

Please note, mare must be in good physical and sound breeding condition upon arrival at stud.

Worming and vaccination will be provided at mare owners cost if not current or unknown.

Farrery charges will be charged for shoe removal or hoof trimming.

Mares deemed unfit or unsuitable for breeding purposes, or extremely difficult to manage or handle, may be rejected from stud by the stallion owner, with or without veterinary advice, at any time. Booking and handling fee of \$250 will be forfeited if this situation arises.

Stallion at stud: Fortunate Roc  
15.1h cremello Quarter Horse stallion  
AQHA Q-57749  
PHAA X6268  
UPWBDA WS0042

Mares' name: \_\_\_\_\_

Rego : \_\_\_\_\_ Breed: \_\_\_\_\_ Age : \_\_\_\_\_

Empty / Pregnant Due: \_\_\_\_\_

Maiden / Proven \_\_\_\_\_ Last foal: \_\_\_\_\_

Wormed: \_\_\_\_\_ Charges: \_\_\_\_\_ Equivac 2 in 1: \_\_\_\_\_

Charges: \_\_\_\_\_

This contract is a legally binding agreement, made on \_\_\_\_\_ by and between, Tegan Falkner (stallion owner) and \_\_\_\_\_ (mare owner) .

The agreed stud fee is \$750, which includes a deductible and non-refundable booking and handling fee of \$250. Booking and handling fee due with this contract signed and dated.

Booking date: \_\_\_\_\_

Booking and handling fee received: \_\_\_\_\_

Reference: \_\_\_\_\_

Booking and handling fee forfeited if mare does not arrive at stud by the 31st of January of following year.

The balance of stud fee of \$500, and any additional charges eg. agistment, worming, farriery, etc must be paid for in full upon pick up of the mare from stud, regardless of whether PTIF or not.

In addition to the above fees, mare owner agrees to pay the following:

**1. Agistment;**

- \$8.50 per day for dry mares, includes hay
- \$12.00 per day for mare with foal at foot, also includes hay
- Mare will be paddocked alone or with other mares / foals.

**2. Feed;**

- Agistment cost includes good quality pasture hay only. Any additional hard feed to be supplied, and will be fed morning and night, at no additional cost.

**3. Vet fees and charges;**

- Stallion owner agrees to use reasonable care, control and caution for the mare / and foal to accepted industry standards while in studs' possession. However, if judged necessary by stallion owner, a qualified vet will be called to tend to mare / and foal, at mare owners' cost. Mare owner will be contacted by phone ASAP if this situation arises.
- Mare owner also gives stallion owner permission to administer drugs to said mare while at stud under veterinary direction.

A live foal guarantee (LFG) of 48 hours will be given by the stud.

- If the mare does not conceive and become in foal, or does not deliver a live foal, stallion owner agrees to breed the same mare again in the current or following breeding season for no additional stud fee, however any other fees arising (agistment, vet, feed, etc) will be owed to the stallion owner.
- A substitute mare may be used if said mare is deemed infertile, unsuitable for breeding or dies before she conceives, within one year of last breeding date.
- If the foal resulting from this breeding is born ill, with serious birth defects or disorders, a qualified vet is to be called within 48 hours of birth to assess and document the current condition of the foal.
- The vet furthermore must write a statement verifying poor prognosis which will result in death of the foal, or recommended termination of life, giving all underlying reasons for this, and present to the stallion owner.
- It is then the mare owners responsibility to contact and inform the stallion owner (within the 48 hour LFG) of the current situation, and provide the veterinary report / statement, even if the foal is still alive at this time.

Once the stallion owner is notified (within the 48 hour LFG), and the foal dies or is humanely destroyed within the first 5 days of its life due to the above mentioned reasons, a further veterinary report stating the death or termination of life is to be provided to the stallion owner, and a rebreed will be offered if within these terms and conditions.

- Any death or termination of life after the first 5 days of life will be deemed a loss to the mare owner, if this contract isn't followed.

It is important to please note the following:

- The LFG only covers the foal for birth defects and disorders as stated above, not for injuries sustained by the foal after birth e.g. accidental, freak or fence injuries which may end in death.
- 4. Mare owner agrees to assume the risk and responsibility of unavoidable loss and insurance responsibility, adherent to all horse related activities, due to accident, injury, sickness, theft, damages or death while at stud.
- 5. It is a specific condition of this contract that any perlino or cremello colt born from this breeding to a palomino, buckskin, cremello or perlino mare must, and will be, gelded by the mare owner before 2 years of age.
  - Any perlino or cremello colt born must be gelded before sale.
  - If the cremello or perlino colt is still entire by 2 years of age, or is sold while still entire, and the owner / breeder refuses to geld the colt, it will be in violation of this contract. Serious legal action will follow.

I, \_\_\_\_\_, mare owner, hereby agree to the terms and conditions of this contract.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

I, Tegan Falkner, stallion owner, hereby agree to the terms and conditions of this contract.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**Stud bank details:**

Account name: Tegan Falkner  
BSB: 014 695  
Account no: 5636 56943

**Veterinary contacts:**

Naracoorte Veterinary Centre  
Dr. Dennis Goulding  
82 Stewart Tce  
Naracoorte  
SA, 5271

Bank details:  
Naracoorte and Penola Veterinary Clinic  
BSB: 065 506  
A/c: 1007 6850

Phone: 08 8762 1955  
Fax: 08 8762 0055

MA Warner's Kingston Veterinary Clinic  
Dr. Mike Warner & Dr. Lou Schinkel  
36 Cooke St  
Kingston SE  
SA, 5275

Phone: 08 8767 2516  
Fax: 08 8767 2865