

DOUBLE D DRESSAGE

SEMEN SUPPLY CONTRACT

Parties

Double D Dressage (DDD) whose details are in **item 1** of the schedule and the person named in **item 2 (Breeder)**.

Terms

DDD is the owner of the semen (**Semen**) collected from the horse named and identified in **item 3 (Horse)**.

The Breeder is the owner or is entitled to possession of the mare named and identified in **item 4 (Mare)**.

The Breeder has requested the Stud supply fresh or frozen Semen for artificial insemination in the Mare (**AI**) as specified in **item 5**.

Fees and Costs

The Breeder must pay the fee in **item 6** when the Breeder signs this contract and returns it to DDD. All other costs and expenses relating to the transportation and insemination of the Semen are payable by the Breeder.

Supply of Semen

The Stud must supply the Breeder or whomever the Breeder directs in writing (**Destination Point**) specified in **item 7**, sufficient straws for one dose of Semen.

The Breeder must give DDD at least _____ hours/days notice of the Destination Point before the Semen is due there.

Ownership and Risk of Harm to Semen

Ownership and risk of loss or damage to the Semen passes to the Breeder once the Semen is dispatched to the Destination Point.

No Free Return

The breeder acknowledges: breeding is risky and there is no guarantee of a positive pregnancy test and or a live foal; the Horse is to be gelded; and there is no free return.

Limited Liability

DDD and its employees, agents and contractors will not be liable to the Breeder for:

- the loss of or damage to the Semen after it is dispatched to the Destination Point;
- the death, injury, illness or disease of the Mare or any foal alongside her; and
- any other direct, indirect or consequential

loss or damage of any kind, however caused, including (but not limited to) the negligence or misconduct of DDD or its employees, agents or contractors, arising from or related to the supply, transportation or insemination of the Semen.

Service Certificate

DDD will issue a service certificate for the Mare if the Breeder supplies a 45 day positive pregnancy test.

General

DDD is not obliged to take out or maintain a policy of insurance covering loss of, or damage to, the Semen in any circumstances.

If any term of this contract is unenforceable or void by reason of any present or future law, it must be severed (if it cannot be read down) and the document must be construed without it and the remainder given full force and effect.

The terms of this contract and any booking form constitute the entire agreement of the parties relating to 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 the form. The Breeder acknowledges it has not relied on any prior representations, statements or promises that are not expressly stated in this contract and the form.

Any addition to or variation of the terms of this contract must be written and signed or initialled by both parties.

The law of Queensland applies to this contract and the parties submit unconditionally to the exclusive jurisdiction of the courts and tribunals of that state in respect of any problems or disputes.



SCHEDULE

Item 1 - DDD's address, telephone and fax numbers, email

Item 2- Name, address, telephone and fax numbers, email

Item 3 - Horse's name and identification

Item 4 - Mare's name and identification

Item 5 - Type of semen

Fresh <input type="checkbox"/>	Frozen <input type="checkbox"/>
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Item 6 - Semen fee including GST (if applicable)

Item 7 - Destination Point (Name of business, contact person, address, telephone and fax numbers, email)

SIGNATURES AND DATE

Date.....

Stud Representative.....

Breeder.....

