



# Plaintree Plaintree Farms

Application for Service  
By  
***NONDA SOUTHERN CROSS***  
For the  
***2024 season***  
***(Chilled Semen Shipments)***

**BROODMARE DETAILS:**

Mare's Name: \_\_\_\_\_ Registered No \_\_\_\_\_

Mare's Nick Name: \_\_\_\_\_

Sire \_\_\_\_\_ Dam: \_\_\_\_\_ Dam's Sire: \_\_\_\_\_

Colour: \_\_\_\_\_ Year of foaling: \_\_\_\_\_

NS

Brands:

OS

Property at which mare is agisted \_\_\_\_\_

**OWNER DETAILS:**

Owner(s) Name: \_\_\_\_\_

Australian Business Number: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: (bus) \_\_\_\_\_ (after hours) \_\_\_\_\_ (fax) \_\_\_\_\_

**HISTORY OF BROODMARE:**

Season	Served By	L.S.D	Result
20			
20			

If mare is a maiden, date retired from competition: \_\_\_\_\_

If mare slipped, give reason (if known): \_\_\_\_\_

Your Mare / progeny Performance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Your Veterinarian \_\_\_\_\_

Postal Address: \_\_\_\_\_

Telephone: (bus) \_\_\_\_\_ (after hours) \_\_\_\_\_ (fax) \_\_\_\_\_

Shipping Method \_\_\_\_\_

**STALLION SERVICE CONTRACT**  
***NONDA SOUTHERN CROSS***  
(“the Stallion”)

This Contract between David and Heather Pascoe trading as “Plaintree Farms” (herein after referred to as ‘the Farm’) and

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone # \_\_\_\_\_

(herein after referred to as ‘the Mare Owner’) records the following terms and conditions agreed to between the parties:

1. The Farm agrees to breed the mare \_\_\_\_\_ (the “Broodmare”) to the Stallion by the provision of the Stallion’s semen for insemination.
2. The Mare Owner agrees to pay:
  - a service fee of **\$6,600.00** (inclusive of GST) (“the Service Fee”);
  - a semen collection and processing fee of **\$550.00** (inclusive of GST) (“collection fee”);
  - freight for each shipment of semen provided by the Farm (*note*: for Semen shipment to be sent by air freight additional costs will be incurred, which will be notified prior to shipment).
3. The Mare Owner acknowledges and agrees that:
  - a. payment of the amounts due pursuant to clause 2 hereof must be paid prior to the shipment of semen or the Broodmare being bred;
  - b. the collection fee is paid on each occasion the collection and provision of semen is required (it may be more than once);
  - c. once semen is shipped (that is, it has been packaged and sent by courier or other means) it is the sole responsibility of and sent at the risk of the Mare Owner. If insurance is required, then the Mare Owner is responsible for arranging for such insurance at their own cost.
4. The Mare Owner warrants that:
  - a. they are the owner of the Broodmare; and
  - b. the details and information provided regarding the Broodmare are true and correct; and
  - c. the Broodmare is, and shall be, fit, healthy and in sound breeding condition; and
  - d. sufficient and adequate insurance has been taken out by the Mare Owner to insure as against any accidental injury, death or loss of the Broodmare and or her progeny (born or not).
5. The Farm reserves the right to request, and the Mare Owner agrees to provide, a veterinary certification by a licensed practicing veterinarian certifying the health of the Broodmare, if the Farm so requires.
6. The Farm may refuse to breed the Broodmare to the Stallion if in the Farm’s opinion, the Broodmare is not healthy or in a sound breeding condition.
7. A copy of the registration papers for the Broodmare shall be attached to this agreement.
8. The Mare Owner agrees to employ ‘best practice’ and care in the insemination of the Mare.
9. The Mare Owner agrees to employ all reasonable and necessary means coupled with ‘best practice’ to get the Broodmare pregnant. If, however, the Broodmare does not get pregnant, the Mare Owner forever holds harmless the Farm from any claim for loss or damage occasioned thereby.
10. The Mare Owner agrees that the Farm shall not be liable for any sickness, injury, or death of the Broodmare or her offspring (born or not).
11. The Mare Owner agrees that should the Stallion be unavailable for any reason whatsoever before the Broodmare is bred or if the said mare named in this contract dies or becomes unfit to be served (as shall be certified by a licensed veterinarian), then this agreement shall be rendered void and the service fee and any unused collection fee will be refunded to the Owner.
12. **Live Foal Guarantee.** “Live foal” means that the foal resulting from the breeding stands, nurses without assistance and lives for 24 hours following birth.
13. If the Broodmare fails to give birth to a live foal, then:
  - a. Save as follows, there is no credit or refund payable to the Mare Owner;
  - b. the Broodmare (or a substitute mare, by agreement between the Mare Owner, and the Farm) may be rebred to the Stallion on the same terms as per this agreement, conditional upon:

- i. the Mare Owner providing written notice to the Farm that the Broodmare did not birth a live foal or aborted. Such notice must be given within 14 days of the event and must be accompanied by a certification from the attending veterinarian certifying that no live foal was born;
    - ii. payment of all monies due hereunder being paid (including any further collection fee)
  - c. This is a one-time return breeding privilege, and if the Broodmare or approved substitute mare does not produce a Live foal from this return breeding right, the Mare Owner shall have no further return breeding privileges under this agreement.
- 14. The Mare Owner may not assign this breeding contract or substitute any other mare for the Broodmare under this agreement, without the prior written consent of the Farm. Any assignment without the prior consent of the Farm will, at the option of the Farm, terminate this agreement and release the Farm from all its obligations hereunder.
- 15. Any breeding privilege granted by this agreement is void, and the Farm will be released from all liability if:
  - a. the Broodmare is removed from a breeding centre prior to the final pregnancy test (45 days);
  - b. the Broodmare is sold by the Mare Owner prior to foaling;
- 16. If the stallion dies, is sold, or otherwise becomes unfit for breeding prior to the Broodmare being bred, the liability of the Farm shall be strictly limited to a refund of the Stallion Service Fee.
- 17. Multiple Embryo transfer/ Frozen Embryos; If more than one embryo is produced from the Stallion breeding under this agreement, and if multiple embryos are transferred, then Mare Owner must notify the Farm within 48 hours of transfer of the embryos. If embryo transfers result in multiple pregnancies, then the Mare Owner shall be required to pay an additional Service Fee for each embryo. If any embryo is frozen or vitrified, the Mare Owner must notify the Farm within 48 hours of it being frozen or vitrified.
- 18. Semen Handling. Mare Owner is responsible for all facets of breeding the Broodmare and agrees to employ recognised 'good practice' regarding the use and handling of semen as provided by the Farm. The Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of semen will perform the insemination of the semen into the Broodmare. The Mare Owner agrees to employ their best efforts to perform the insemination procedure in the manner to obtain maximum pregnancy rate.
- 19. The Mare Owner agrees to use any semen provided by this agreement for the Broodmare named in this agreement and only that Broodmare.
- 20. No Warranty. The Farm makes no warranty or guarantee, express or implied, with respect to the semen, including, without limitation, the warranty of fitness for the particular purpose. The Farm makes no guarantee of delivery within a certain time period and makes no representation that the semen will reach the insemination point without losing integrity, quality, or characteristics and on or before a particular date.
- 21. If the Broodmare is agisted by the Farm for the purposes of any breeding pursuant to this agreement, then the Owner agrees to pay all costs and expenses applicable to the broodmare and/or any progeny and the insemination of any semen provided pursuant to this agreement.
- 22. The Farm will provide a Form ASH 2 for the registration of the foal following insemination of the mare. Mare Owner agrees to notify the Farm of the breeding dates and the status of the pregnancy within 60 days of the breeding date. The Farm is responsible for Stallion Breeding reports (Stallion Return). To avoid late fees, please notify the Farm within 60 days of the breeding date.
- 23. The Owner agrees to return the Semen container immediately (within 24 hrs.) at their own cost. If the Semen shipper is not returned the owner is liable for the replacement cost of the container plus a \$55.00 administration fee.
- 24. If the Broodmare is to be bred at the Farm, upon arrival the Broodmare must be accompanied by her Document of Description and current drench and relevant vaccination dates. If not, the Mare Owner agrees that the Farm has the right to administer any vaccinations and/or drenches it deems necessary at the cost of the Mare Owner. Upon foaling, the Mare Owner shall be responsible for preparing and forwarding the appropriate documentation to the Australian Stock Horse Society or the Australian Quarter Horse Association.

Dated this \_\_\_\_\_ day \_\_\_\_\_ 2024

\_\_\_\_\_  
Signed for and on behalf of the Farm

\_\_\_\_\_  
Signed for and on behalf of the Owner

**PLEASE NOTE: Your Broodmares semen will not be shipped if this document is:**

1. Not completed in full, signed and dated.
2. All fees required are not paid in full

**Please return this form to:**

**Plaintree Farms, PO Box 2 OAKEY Qld 4401**

**Mobile: 0418 788 877**

**Email [drpascoe@oakeyvet.com.au](mailto:drpascoe@oakeyvet.com.au)**