

DUALLY COOL PTY. LTD.

Dually Cool 2006 Breeding Contract

*This Agreement is entered into on the2006. Between the Mare Owner..... and Dually Cool Pty. Ltd. the owner of the Imported Quarter Horse Stallion "Dually Cool" AQHA 35174. The service fee for the 2006 season shall be \$1,500... plus gst) payable for the service of the Mare.....
The parties hereto contract for the servicing of the said mare by the stallion for the 2006 season, on the following terms and conditions.*

1/ In consideration of the sum of \$300...(plus gst) Being the deductible non-refundable booking fee now paid by the Mare Owner to the Stallion Owner, the receipt of which is acknowledged the Stallion Owner now reserves the Mare Owner one booking in the 2006 season for the Stallion to cover the said mare.

2/ the balance of the service fee for the Stallion in the 2006 season shall be the sum of \$1,200... (plus gst). Which shall be paid by the Mare Owner to the Stallion Owner, once said mare has been examined with a positive 42 day pregnancy. The mare owner is responsible for their own veterinary and agistment costs. Mare owners that choose the Artificial Insemination service, are required to forward the 42 day pregnancy test results to the stallion owner, if they fail to do so, it is presumed the results are positive and the balance of the service fee is due & payable.

3/ If sending the mare to stud, whilst the mare is in the custody of the stallion owner, the stallion Owner shall not be liable for any sickness, disease, injury or death which maybe suffered by the mare or its progeny. The stallion owner warrants that all necessary precautions will be taken to ensure the well being of the mare and its progeny.

4/ should the stallion owner be unable to or fail to, perform this contract by reason of death or injury to the stallion, all fees paid under clause 1. by the mare owner will be refunded and neither party shall have any rights against the other.

5/ If after it has been duly certified that the mare is pregnant, she shall abort or not give birth to a live foal, which shall be certified by a qualified veterinarian not to have so survived, notification with the veterinarian certificate of abortion or death of the foal shall be made to the stallion owner within 30days, then the mare owner shall be entitled to, a further service to the stallion.

6/ If after the 2006 season the said mare shall be found to be not pregnant, then the balance of the service fee shall not be payable.

7/ If the mare left for service is found to be a dangerous breeder, the stallion owner reserves the right to reject the said mare, and the mare owner therefore has the option to replace the said mare.

8/ If the mare being bred is to be used for embryo transfer with this service and the mare conceives separate twin embryos, the owner has the option of implanting one, or both. If there are multiple embryos implanted in the one season, a service fee will be charged on each positive implant at 42 days.

9/ In the 2006 Breeding season Dually Cool Pty. Ltd, offers.....
A guaranteed \$50,000 Dollars in Prize Money. To the Highest Placing Dually Cool Progeny, in conjunction with Three Novice Campdrafts at Three Different Venues. Prize money at each novice/venue is \$16,666.66.

Paid as follows: - First Highest Placing Dually Cool Progeny Win \$10,000. Second Highest Placing Dually Cool Progeny Win \$2,000. Third Highest Placing Dually Cool Progeny Win \$1,666.66. Forth, Fifth & Sixth consecutive Dually Cool progeny Win \$1,000 each.

Up for Grabs is \$16,666,66 in each novice at three different venues. A Grand Total of \$50,000 Dollars Guaranteed.

To Enter: Simply breed your mare to Dually Cool in this 2006 Breeding Season, and that mare's resulting foal, by Dually Cool Automatically becomes eligible to enter the "Dually Cool Stallion Stakes" held in the 2011 Campdraft Season.

The mare owner shall return the signed breeding contract to Dually Cool Pty. Ltd, with the deductible deposit of \$300..(plus gst), before delivery of your mare to stud, or before delivery of any Semen Shipments. Thankyou.

Mare Owner Signature.....
(Please print)

Address.....

.....PH.....

Date.....

Signed..... Date.....

Dually Cool Pty. Ltd.
ABN 87 109 061 332
"Dunollie" Pialloway Rd,
Currabubula NSW 2342.

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Dually Cool 2006 Breeding Contract - Conditions of entry -

- 1. All Events are held in conjunction with Three Novice Camp drafts, at Three Different Ventures, Each Novice camp draft is governed by Its Own Committee Rules.*
- 2. A foal registration form is to be completed and returned to Dually Cool Pty. Ltd, once the foal is born, this includes name of foal, colour, markings, hair whorls, and any brands. - This is for our records only-not for any association.*
- 3. All Dually Cool progeny -Winners- Must be DNA tested, DNA Kits will be provided by Dually Cool Pty. Ltd, -It must be completed and hair samples taken - At the end of each event, To Verify –Dually Cool is the Paternal Sire – At our cost.*
- 4. Any Progeny Winners found not to have Dually Cool as its Paternal Sire, Will Not be entitled to the prize money nominated at each event.*
- 5. Receiving payment of the prize money is conditional upon, A Positive DNA Validation – Confirming Dually Cool is the Paternal Sire. All prize money won shall be sent by Registered Post to the winning owners, immediately after the test results are known.*
- 6. All foals born into this promotion can be on sold – at the mare owner's discretion.. I strongly advise with all progeny sold, A signed agreement of Sale, should be signed by both owner and purchaser and also signed by a witness, with information of Progeny Name –Markings –colour- brands etc, date of sale and address and names of both parties involved, I recommend that a copy is sent to Dually Cool Pty. Ltd,. To protect against any disputes that may occur over Prize money or Ownership.*

