



## EQUINE BREEDING PURCHASE AGREEMENT

DATED:     /     /2025

**BETWEEN** Cloverbrook Performance Horses (Seller) **AND Name:** .....(Buyer)

1. **Sale and Purchase Agreement.** Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller a Breeding Service described in Section 2 of the Agreement, subject to the terms and conditions set forth in this Agreement.
2. **Breeding Service.** The "Breeding Service" shall be Frozen equine semen produced by the Stallion, as further described in this Agreement. The applicable Breeding Season shall be defined as the period from September 1, 2025 to January 31, 2026.
3. **Stallion.** The Breeding Service will be from the following Stallion:  
**FP Sniper** (PHAA #15960) Semen owned without limitation by Cloverbrook PH.

4. **Mare.** The Breeding Service will be for the following Mare only:

Mare Registered Name: \_\_\_\_\_ Reg #: \_\_\_\_\_

Owner/Agent: \_\_\_\_\_

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

Phone: \_\_\_\_\_

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

5. **Other Breeding Rights.** Buyer understands and agrees that the delivery of the Breeding Service pursuant to this Agreement is subject to the following breeding rights:
  - A. The Semen outlined in section 3 can only be used on the mare outlined in section 4 of this contract.
  - B. If the mare outlined in section 4 is deemed unbreedable by a qualified veterinarian, a certificate must be supplied and breeding can be transferred to a new mare. Any further semen will accompany the same fees as outlined in section 8.

### 6. Vet Check Option.

Although Seller has strongly recommended that Buyer retain an independent veterinarian to examine the Mare, prior to entering into this Agreement, if Buyer has opted not to do so, Buyer agrees to assume the risk that the Mare may have patent or latent defects.

7. **Genetic Defects and Other Heritable Traits.** Buyer specifically assumes the duty to investigate regarding the presence or absence of heritable traits and conditions in the Mare and Stallion, including but not limited to specific coat colours and patterns, HYPP, HERDA and OWLS.



**8. Purchase Price.** As consideration for the Breeding Service, Buyer shall pay to Seller the following aggregate purchase price of: **\$990 AUD (incl. GST)**

**8.1. Payment Schedule.**

Buyer shall pay Seller the full price of **\$990** inc gst before shipping of semen. Buyer shall pay Shipping from Nominated vet/Storage facility and shipping company. As stated in section 9.

**8.2. Methods of Payment.** Buyer shall pay Seller the purchase price via Direct Deposit:

**Account name:** *Cloverbrook Performance Horses*

**BSB:** 774001 **ACC:** 230491011

**9. Shipment and Veterinary Expenses:** All costs and expenses associated with the semen supply, semen insemination and agistment of the Mare (if applicable), are the responsibility of the Mare Owner/Agent and chargeable at the chosen vet's current rates and paid directly to the collection facility. If additional shipments are necessary, the Mare Owner/Agent will be charged for each shipment of semen and payment in full must be made directly to the shipping agent. No semen will be shipped prior to the shipping fees being paid in full.

**11. Breeders Certificate.** A "Breeders Certificate" will be issued upon notification of the birth of the foal by the seller, only after all fees are paid by the Mare Owner/Agent.

**12. Live Foal Guarantee.**

**12.1 Live Foal Guarantee.** Seller guarantees that the Breeding Service, will result in the birth of a foal that stands, nurses and lives for 5 days after birth. If no live foal results from the Breeding Service, Seller shall provide a replacement Breeding Service during the following year's breeding season only and may be subject to pre standing breeding rights in Section 5 and those at discretion of Seller. The privileges shall apply only if the Seller is notified within 7 (seven) days thereof and receives a veterinarian's statement confirming death. Buyer agrees to pay all associated costs including but not limited to any fees, insemination expenses and mare transport. Seller shall not, however, be responsible for any refunds if the failure to provide a foal is due to Mare issues. Seller is not responsible for providing a refund or replacement Breeding Service in the event of the negligence or wilful misconduct of Buyer and/or Buyer's agent or Reproduction Centre including but not limited to management of the Mare.

**12.2 Multiple Embryo If Using Embryo Transfer.** If the second or multiple embryos are to be kept, Buyer agrees to purchase a second Breeding Service at half price with payment in full to be received at a 30 day positive scan.

\_\_\_\_\_  
Seller Signature:

Name: Angel Marsh

Date:

\_\_\_\_\_  
Buyer Signature

Name:

Date: