



# FUTURE FARMS

## Breeding and Training Facility

### Breeding Contract – Natural Service



*This contract is for Natural Service only – if you are breeding your mare by Transported semen, you will need to sign a Transported Semen Contract. If your mare is being inseminated at Future Farms, you will need to sign both contracts.*

Under this agreement the said Stallion will be bred to the said Mare, at the agreed fee and following the terms and conditions as set out below.

Future Farms reserves the right to call a veterinarian at any time it is deemed necessary, with all costs charged to the Mare owner. A negative uterine swab is required of all visiting mares. If necessary a swab will be taken at Future Farms at the owners expense. Breeding may commence upon the return of a negative swab.

Whilst every effort will be made to ensure the safety and condition of the mare, Future Farms will not accept any responsibility in the case of Accident or Death of the Mare (and/or foal in utero or at foot). Any mare or foal will continue during the time spent at Future Farms, to be the risk of the Mare owner, from accident, illness or misadventure of any description. The mare owner indemnifies Future Farms and its employees and representatives against all claims and liabilities and demands by any party whether arising directly or indirectly or whosoever in respect of any injury or damage to the Mare and for personal injury and property or other damage whatsoever during the presence of the mare at Future Farms. It is the horse owners responsibility to insure the horse and horse gear/equipment against all risks while they are at Future Farms or being transported. Further, the owner agrees to pay at cost for any damage that the horse willfully causes to Future Farms property due to misbehavior.

Stallion:.....			
Service Fee:-\$.....	Booking Fee:	\$.....	non refundable, payable on signing
	Balance:	\$.....	payable on arrival for serving
	Total:	\$.....	

LFG – Live Foal Guarantee – provided with all breedings at no additional cost. If the mare fails to produce a live foal (a foal which stands and nurses unassisted), a re breeding will be provided in the following season with a handling fee and agistment costs payable. The mare owner must provide proof to the satisfaction of Future Farms that the mare has not delivered a Live Foal and such proof must be provided within seven days of delivery by the mare. If proof is not provided within seven days the mare owner waives the right to any further entitlements under this agreement. It is the requirement that the mare owner must supply a 42 day PPT (positive pregnancy test). Should the mare leave Future Farms prior to a 42 day PPT, the outstanding account balance is due and payable in full, and no guarantee will apply if a 42 PPT report is not provided to Future Farms.

In the event of any re breeding, should the stallion booked be sold or no longer standing at Future Farms, another stallion service from the stallion owner will be substituted.

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Mare Owner Signature

Continued to page 2.....

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Should the said mare be bred to or inseminated by any other stallion after service by the said stallion, this contract is automatically voided, and Future Farms reserves the right to refuse to execute any papers necessary for the registration of any foal from the said mare.

The mare owner agrees NOT to incorporate any of Future Farms stallions complete names in naming of their foal/s resulting from this breeding or any subsequent breeding. The mare owner further agrees that the following prefixes and suffixes will not be used in conjunction with any of Future Farms stallions names, Ibn, Bint.

The mare (herein referred to as horse) Owner grants to Kate and Doyle Dertell, or their representative, as the representative of Future Farms, a possessory lien over the horse (and foal) in the possession of Future Farms as security for the payment of any sum owed by the horse owner to Future Farms, under the terms of this agreement, and grants to Kate and Doyle Dertell the right to sell the horse(s) privately or at public auction, on the basis that the purchaser will receive full title to each item sold, and to retain from the proceeds of the sale the amount of any such sum owed and the costs of the sale, PROVIDED THAT, Future Farms will give the owner thirty (30) days notice of such intention, and the owner has not, during such period, made the payment of such sum owed.

The horse owner hereby irrevocably appoints and constitutes Kate and Doyle Dertell as the horse owners true and lawful attorney on the horse owners behalf and in the horse owners name to sign all documents and do all such things as may be necessary to effect such sale and with power to execute all transfers and other documents and do everything necessary to effect and complete the sale and to pass full title to the purchaser. This includes the power to update all documents (for example, the stud books and registration papers) to show the purchaser as the new horse owner. This power of attorney will give Kate and Doyle Dertell the right to sign all documents for the AHSA Ltd, to effect the completion of registration and transfer of sale of the horse. The horse owner is compelled to act in accordance with the law in the exercise of this power of attorney, including signing all documents to effect anything done by the attorney, within 14 days.

The horse owner agrees that all outstanding balances for board, conditioning, training, breeding, vet care, farrier work and all other fees, charges and expenses pursuant to this contract, shall be paid prior to the release of the horse. The horse may not be removed from Future Farms while any part of the debt remains unpaid. Service Certificate and any other relevant documents will be forwarded to the Mare Owner on payment of the balance of the service fee and any other outstanding account. These documents will not be released prior to payment in full and after the mare owner has satisfied all obligations under this agreement.

Agistment costs are the responsibility of the mare owner and will be charged at the current rate – see agistment schedule. All horses receive a scientifically balanced feed formulation, based on the individual's condition, temperament and stage of gestation. Accounts are to be paid one month in advance. Accounts are sent out during the month and are payable strictly within 7 days. It is the responsibility of the horse/s owner to ensure their account is kept in advance at all times.

A mare sent to Future Farms which has a foal at foot or is to foal here will be charged an additional fee. The mare shall be cared for under the conditions available selected by the mare owner.

----- Date

Mare Owners Signature

Continued on page 3.....

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**REGISTRATION AND ACCOUNT DETAILS:**

*Please attach copy of registration certificate and description form)*

Mare Name:----- Registration Number:.....  
DOB:..... Colour:..... Brands:.....  
Sire:.....  
Dam:.....  
Foal at Foot:.....Description:.....  
Any known allergies, breeding problems, handling problems:  
.....

Mare Insured: Y / N Company:..... Policy Number:..... Amount:.....  
Name of Owner:.....  
*The horse owner is either the sole owner, authorized representative or lessee of the horse*  
Address: .....  
Home Phone: ..... Business Phone: .....  
Mobile Phone: ..... Fax:.....  
Email Address: .....  
Other contact (emergency) .....

The Mare Owner is required to fill in description attached and supply Future Farms with a copy of current registration certificate, and any other information relating to the mare, including any previous breeding records.

This is the whole and entire agreement between Future Farms and the Mare Owner. The mare owner acknowledges that it has not been induced to enter into this agreement by any representation, promotional material or statement or agreement not contained herein. The terms of this agreement may only be modified in writing by mutual agreements between Future Farms and the mare owner.

In the interpretation of this agreement, the singular when expressed of a person shall include the plural and the expression of the neuter gender shall include the male, female and corporate personalities.

Any notice required to be given hereunder, shall be considered sufficiently given if sent by certified mail to the other party at the address of such party as listed in this document.

This agreement shall be construed and governed by the laws of the State of Victoria. I understand and accept the terms and conditions as set out on all pages of this contract, and I have been advised of my right to seek legal and financial advise before signing this contract.

Special Conditions:

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----- Date:.....	.....Date:.....
Mare Owner Signature	Future Farms Signature
.....Date:.....	.....Date:.....
Witness's Signature:	Witness's Signature:
Witnessed by: (name).....	Witnessed by: (name).....
Address of Witness:.....	Address of Witness:.....

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