ALWAYS B MIKI

2027 BREEDING CONTRACT & TERMS AND CONDITIONS

Stud Fee: €4,500 including VAT | Booking Deposit: €1,125 non-refundable

This Breeding Contract ("Contract") is between **Oakwood** Hill **Farm** Ltd ("Oakwood Hill Farm") and the Owner/Lessee named below ("Owner/Lessee") in respect of the Mare identified in this Contract ("Mare"). By signing, the Owner/Lessee confirms that they have read, understood and agree to these Terms and Conditions.

1. CONTRACT & MARE

1.1 This Contract applies solely to the Mare and Owner/Lessee named herein.

1.2 The Contract is personal to the Owner/Lessee and Mare and is **non-transferable,** unless otherwise approved in writing by Oakwood Hill Farm.

1.3 The Mare may not be substituted except were permitted under these Terms and Conditions or otherwise approved in writing.

2. BOOKING DEPOSIT

2.1 A non-refundable Booking Deposit of €1,125 (Inc VAT) is payable upon booking and forms part of the €4,500 Stud Fee.

2.2 The Booking Deposit applies solely to the Owner/Lessee and Mare named in this Contract and is non-transferable unless otherwise approved in writing.

3. STUD FEE & PAYMENT

3.1 The total Stud Fee is **€4,500 including VAT.**

3.2 The full Stud Fee must be paid to Oakwood Hill Farm **prior to the first insemination.**

3.3 No semen will be released, and no insemination will take place until the Stud Fee has been received in full.

4. FROZEN SEMEN

4.1 Frozen semen will be supplied as **two (2) doses,** both of which must be used during the applicable breeding season, ending **31 July 2027.**

4.2 If the Mare fails to conceive following the second insemination, the Owner/Lessee will be entitled to **a credit of €3,375** including VAT towards the breeding of the Mare to any stallion available from Oakwood Hill Farm.

4.3 The credit provided under this Clause 4 will be in full and final settlement of the Owner/Lessee's entitlement arising from the failure of the Mare to conceive following the two supplied doses of frozen semen.

5. NO LIVE FOAL - FREE RETURN

5.1 A Mare with a confirmed pregnancy to **Always B Miki** is eligible for a **No Live Foal - Free Return** for one (1) year only from the date of the original breeding.

5.2 A "Live Foal" means a foal that is alive at **twenty-four (24) hours of age**.

5.3 If the Mare does not produce a Live Foal, the Owner/Lessee will be entitled to a Free Return, subject to these Terms and Conditions.

5.4 The Free Return consists of two (2) **doses** of semen and applies to the Mare named in this Contract only.

5.5 The Free Return must be used within one (1) year from the date of the original breeding. Any unused entitlement will expire.

5.6 In exceptional circumstances, Oakwood Hill Farm may approve a change of Mare at its discretion. Any approved change of Mare will be subject to a **€250 fee.**

6. ALTERNATIVE STALLION

6.1 If Always B Miki semen is unavailable when the Owner/Lessee is entitled to a Free Return, Oakwood Hill Farm will offer credit toward another stallion available from Oakwood Hill Farm.

7. FAILURE TO CONCEIVE FOLLOWING FREE RETURN

7.1 If the Mare fails to conceive following the second insemination under the **Free Return, a €2,250 Free Return Fee including VAT** becomes payable.

7.2 The Stallion Credit of **€2,250 including VAT** is applied to the owner/lessees account towards the breeding of a Mare to any stallion available from Oakwood Hill Farm

7.3 Any credit under this Clause 7 is in full and final settlement of the Owner/Lessee's entitlement following the two Free Return doses.

8. CONDITION OF THE MARE

8.1 The Owner/Lessee confirms that, to the best of their knowledge, the Mare is in good health, in suitable breeding condition and fit to undergo the breeding process.

8.2 The Owner/Lessee confirms that they have no reason to believe that the Mare is unable to conceive, carry or sustain a pregnancy resulting in a Live Foal.

9. APPROVED A.I. CENTRES

9.1 Where the Mare is bred at an Approved A.I. Centre, all charges from that centre are separate from the Stud Fee and are payable directly by the Owner/Lessee.

9.2 Such charges may include A.I. packages, veterinary services, livery, boarding, scanning, collection fees and other associated costs.

10. VETERINARY & BOARDING COSTS

10.1 All veterinary costs, boarding fees and other charges relating to the Mare are the responsibility of the Owner/Lessee.

10.2 All outstanding charges must be paid in full **before the Mare** is **collected.**

11. CARE, RISK & LIABILITY

11.1 While every reasonable care will be taken with visiting mares and foals, the Owner/Lessee acknowledges that the keeping, boarding and breeding of horses carries inherent risks.

11.2 Oakwood Hill Farm will not be responsible for injury, illness, disease, loss or death suffered by the Mare or foal while attending or staying at an Approved A.I. Centre

11.3 The Owner/Lessee is responsible for arranging appropriate insurance for the Mare.

12. TERMINATION

12.1 Oakwood Hill Farm reserves the right to terminate this Contract where it considers it necessary, including where circumstances arise affecting the health, welfare or suitability of the Mare, the availability of Always B Miki, or the operation of the breeding programme.

12.2 Where Oakwood Hill Farm terminates the Contract, any credit due will be determined in accordance with these Terms and the circumstances giving rise to termination.

12.3 Termination does not affect rights or obligations already accrued.

13. GENERAL TERMS

13.1 Any amendment, variation or exception must be agreed in writing by Oakwood Hill Farm.

13.2 No verbal agreement or representation will amend these Terms unless confirmed in writing.

13.3 If any provision is found invalid or unenforceable, the remaining provisions will remain in force to the extent permitted by law.

13.4 This Contract constitutes the entire agreement between Oakwood Hill Farm and the Owner/Lessee regarding the breeding of the Mare to **Always B Miki** and supersedes previous agreements or understandings relating to the same subject matter.

13.5 Nothing in this Contract is intended to exclude or limit any liability or statutory right which cannot lawfully be excluded or limited.

DECLARATION & ACCEPTANCE

I/We confirm that I/We have read, understood and agree to be bound by the Terms and Conditions contained in this Breeding Contract. I/We confirm that the information provided regarding the Mare is accurate to the best of my/our knowledge.

Owner/Lessee Name:

Signature:
Date: