



National Breeders Sweepstakes 2009 Stallion Service Auction

General Rules

- Stallion services will be donated free of charge to the NSW AHA Inc.
- The National Breeders Sweepstakes will be held as a realtime online auction, bidders must register with the secretary. Bidders will receive an online account to bid online.
- Bids will start at a minimum of 50% of the stallions normal service fee.
- The Stallion owner may charge a handling fee at a maximum of \$250, this must be disclosed prior to the auction commencing. Handling fees are payable by the winning bidder of the Stallion service.
- Mares must be nominated to the National Breeders Sweepstakes no later than July 31st of the year of foaling. Nomination forms will be mailed to the purchaser no later than July 14th of the year of the foaling. There is no nomination fee. The breeding must be used in the season following purchase in order to qualify for the National Breeders Sweepstakes futurity.
- The only foals eligible for the National Breeders Sweepstakes Futurity will be the results of the stallion services purchased at the Stallion Auction, both the stallion owner and the person who purchased the service can both enter one horse in the class.
- The resulting yearling must be shown in the relevant Sweepstakes class at the National Arabian Stud Horse Show of the yearling year at the owner's expense.
- The purebreds and derivatives will be divided into separate groups, where numbers warrant, classes may be split further into a male and female section.
- 50% of the auction proceeds will be set aside in a Futurity Fund to be divided between the purebred and derivative sections dependant on the resulting foal.
- Prize money breakdown in each class is:
 - Champion - 45%
 - Reserve - 25%
 - Top 5 - 10%
 - Top 5 - 10%
 - Top 5 - 10%

Rules and Regulations

Purchaser hereby agrees to be responsible for compliance with the requirements as set forth in the breeding contract attached hereto including, but not limited to health papers, vaccinations, normal care fees, and miscellaneous charges listed below.

Purchaser further agrees that a nonrefundable down payment of FIFTY PERCENT (50%) OF THE PURCHASE PRICE IS PAYABLE WITHIN 14 DAYS FROM END OF AUCTION, balance is due and payable to NSW Arabian Horse Association Inc. (known as NSW AHA Inc.) prior to time of service of mare, or December 31, 2009," whichever date is earlier.

The stallion owner's regular contract will be given to the NSW AHA Inc. at the time of Stallion nomination and forwarded to the mare owner on finalisation of service payment.

It is further agreed that at time of full payment of the breeding fee, a certificate, signed by the NSW AHA Inc. will be mailed to the last known address of the Purchaser and Stallion Owner. Prior to breeding a mare or shipment of semen, the certificate should be presented or full payment of the breeding fee verified by the treasurer of NSW AHA Inc.

In the event the stallion owner by reason of death or injury of the stallion is unable to fulfill this agreement, the breeding deposit will be refunded less 25%.

The stallion may be relocated within Australia before or during the 2009 breeding season. Breeding costs, including but not limited to transportation, board, handling, shipping and foaling fees are subject to change and are the buyer's responsibility.

If the stallion is relocated outside Australia, the breeding deposit may be refunded, less 25%.

It is further agreed that the breeding herein purchased is subject to the rules and regulations of the National Breeders Sweepstakes conducted by the NSW AHA Inc. and that in the event Purchaser fails to comply with the terms and conditions of this sale or the rules and regulations of the National Breeders Sweepstakes, NSW AHA Inc. may retain the down payment as liquidated damages and declare the contract void, or at its option, may without further notice sue for specific performance of contract.

If Purchaser defaults in the payment of the balance due under the term of this contract, stallion owner may complete the Purchaser's performance of contract by payment of the balance, if any, due hereunder the NSW AHA Inc. and shall then be entitled to utilise said breeding without any further obligations to Purchaser.

In consideration of being permitted to participate in the National Breeders Sweepstakes conducted by NSW AHA Inc. purchaser for themselves, their spouse, legal representative, heirs and assigns, hereby releases, waives, discharges, and indemnifies NSW AHA Inc., its officers, members, from all liabilities to Purchaser, their spouse, legal representative, heirs and assigns, for any or all loss or damage past, present or future resolving therefrom, on account of their purchase of this Stallion Service at the NSW AHA Inc. 2009 Stallion Service Auction.

Venue for any action respecting this Agreement shall be in Sydney, New South Wales, Australia.