

Fabian Breeding Contract for 2009

This contract made by and between Cassandra Jo (stallion owner) and _____, mare owner, for the breeding of the mare named _____, registration number _____, to the Friesian stallion Fabian for the 2009 breeding season, subject to the following terms and conditions:

The mare to be bred is (breed) _____, color _____, age _____.

Mare owner may not substitute another mare without consent of the stallion owner.

Mare owner agrees to pay stallion owner a NON-REFUNDABLE stud fee of \$500.00 due at the signing of this contract. This is due before any semen will be shipped or before mare is delivered to stallion for breeding.

For AI, mare owner must also provide a \$200 deposit for the equitainer, which must be returned clean and undamaged, within 48 hours of arrival. If coolant cans or parts are missing or damaged, mare owner will be charged for replacement from said deposit. A deposit of \$175 must be made for the first collection, and mare owner must establish an account with Fed Ex for shipping and return of the equitainer. Subsequent collections, if needed, must be paid for prior to semen being shipped, at the cost of \$175 for each collection. For mares being bred live cover, a \$200 deposit for mare care is required before mare is brought to stallion to be bred. Additional mare care charges must be paid before mare leaves stallion's premises, at the rate of \$12/day for mare, and \$15/mare with foal: excess fees paid will be refunded at that time, if applicable.

After receipt and use of the semen, the equitainer must be returned to the stallion owner within two days via UPS or Federal Express Second Day Air. Insurance is recommended. There will be a late container fee of \$20/day. Presuming equitainer is returned in a timely fashion undamaged, \$200 deposit will be refunded to mare owner after mare is declared in foal by ultrasound.

Stallion owner's receipt of the stallion service fee confirms the mare's reservation to be bred to the stallion Fabian for the 2009 season. Fresh cooled semen will be collected Monday through Friday for next day delivery. All semen orders must be received by noon PST the day before collection is needed. Please note that this is 48 hours before the actual insemination can

be performed. Mare owner needs to understand that stallion will be competing away from the farm during the breeding season and will not always be available for collection. It is the mare owner's responsibility to contact stallion owner for dates stallion will not be available due to showing.

Conditions: Stallion services will be provided only to healthy mares in sound breeding condition, as determined by a vet. In all circumstances stallion owner requires submission of a recent negative intrauterine culture (within 30 days of bringing mare or requesting semen). In some cases a uterine biopsy and or progesterone assay may be required. In all cases, the veterinarian must certify that the mare's immunizations for equine rhinopneumonitis have been kept current. All inseminations shall be performed by a vet with experience with equine AI. The semen must be administered the day of delivery or stallion owner shall be considered to have fulfilled the contractual obligation and any guarantees are void. It is understood that the semen shall be shipped to the mare owner's vet as designated below. If mare does not settle during the '09 breeding season, she is eligible for return of service to stallion if mare owner submits a vet's certificate to that effect. Mare owner recognizes the stallion owner's right to require a negative intrauterine culture prior to the mare's return for service. If mare is examined in foal but becomes barren during gestation, she is eligible for return if stallion owner receives a vet certificate of barrenness within five days of the loss. If mare produces a live foal that is unable to stand alone and nurse, and subsequently dies, a vet certificate must be provided within 5 days from the date of death for return service to be provided. In all cases, a vet must affirm that the mare had been immunized for equine rhinopneumonitis during pregnancy and the date of such vaccinations. When appropriate, the vet shall also confirm that the mare was properly cared for during gestation and was attended to at foaling. Stallion owner's timely receipt of the required veterinary certifications is a condition precedent to any right of return.

Refund of fees: This contract shall be null and void and the mare owner entitled to a refund of all amounts paid if the stallion should die, become unfit for service, or be sold prior to serving the mare in the present breeding season. The mare owner shall not be entitled to any refund if the stallion should die, be sold, or become unfit for service after semen has been shipped, or should these events occur in any subsequent breeding season.

Stallion owner is not responsible for lost, delayed, or damaged semen. Stallion owner makes no warranties of any kind in respect to any semen furnished except that it is from the stallion Fabian. All warranties or merchantability and

fitness for purpose are hereby excluded. Stallion owner is not liable to mare owner for any failed inseminations, errors, failure of mare to conceive, failure of mare to reach term, diseases or injuries to mare, or any other mishaps attributable to fresh cooled semen, artificial insemination, whether instructions were followed or not.

Indemnity: Mare owner understands and agrees to assume all responsibility for the condition of the mare and shall bear all risk of loss, damage, or injury to the mare from any cause whatsoever, and agrees to hold the stallion owner and stallion owner's veterinarian harmless for any injury or illness to the mare associated in any way with breeding with semen provide by stallion owner as described herein.

This contract shall be governed by the laws of the state of Nevada.

Cassandra Jo (stallion owner)_____ Date_____

Mare owner name_____ Date_____

Mare owner address_____

Phone daytime_____ phone pm's_____

Fax number_____ e-mail_____

Fed Ex account number_____

Mare owner's Vet/clinic of choice_____

Vet's name_____ phone_____

Shipping address_____

Day phone_____ Fax number_____

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