

## Fabian Breeding Contract for 2010

This contract made by and between Cassandra Jo (stallion owner) and \_\_\_\_\_, mare owner, for the breeding of the mare named \_\_\_\_\_, to the Friesian stallion Fabian for the 2010 breeding season, subject to the following terms and conditions:

The mare to be bred is (breed) \_\_\_\_\_, color \_\_\_\_\_, age \_\_\_\_\_, registration number \_\_\_\_\_.

### CONDITIONS OF SERVICE

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 \$700.00. \$250 shall be payable upon the signing of this contract, with the remaining \$450 due prior to semen being shipped or the mare coming to the stallion to be bred.

Mare owner agrees to provide documentation verifying a clean uterine culture and healthy reproductive exam from an equine DVM prior to being brought to the stallion; this shall apply to mares that have been bred previously; a fax or copy via e-mail is acceptable. For maiden mares a healthy reproductive exam is required. Proof that the mare is up-to date on all yearly vaccinations including Influenza, Tetanus, Eastern, Western, and Venezuelan encephalomyelitis, and West Nile virus is required.

A deposit of \$185 must be made for the first collection, and mare owner must establish an account with Fed Ex for shipping. Subsequent collections, if needed, must be paid for prior to semen being shipped, at the cost of \$185 for each collection. For mares being bred live cover, a \$150 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, including partial days: excess fees paid will be refunded at that time, if applicable. Mares will be kept in a pipe corral, will not be turned out, and fed per owner's instructions. We feed grass/alfalfa and an oat/grain mix hay, any additional feed or supplements shall be provided by mare owner.

Mare owner agrees to absolve and hold harmless stallion owner and stallion owner's family from any and all responsibility or liability should said mare become sick, injured, or die, while on stallion's premises. Stallion owner

agrees to provide reasonable and prudent care to said mare during breeding and in daily care, and will report any illness or injury to mare owner immediately upon discovery. Mare owner agrees that if he/she cannot be contacted within one hour of discovery of illness or injury, stallion owner may seek veterinary care for said mare, at mare owner's expense, should it be deemed necessary by stallion owner.

Mare owner agrees to get mare ultrasounded by an equine vet between 15 and 30 days from date of last breeding to verify pregnancy. If pregnant, all LFG provisions shall apply, if not, mare can be returned to stallion at next estrus for re-breeding.

Should stallion owner have any reservations as to the safety of the stallion when being bred to said mare, stallion owner may refund breeding fee and send the mare home un-bred. Mare care will still be payable for days in our care, and all mare owners accept the possibility of restraints being used on their mares for protection of both animals, that is, hobbles or a nose chain.

Stallion owner's receipt of the \$250 deposit confirms the mare's reservation to be bred to the stallion Fabian for the 2010 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.

**LIVE FOAL GUARANTEE PROVISIONS :** 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 2010 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. In some cases a uterine biopsy or progesterone assay may be required. 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 will refund the \$700 breeding fee if, for any reason, she is unable to collect semen from the stallion at the needed time. The \$185 collection fee is NOT refundable.

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 CLAUSE : 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 \_\_\_\_\_

—