

Breeding Service Contract

Servicing Stallion: Mr fantabulous Reg. No. 821349
Breeding Fee: \$1,000.00

This stallion breeding contract for **SHIPPED COOL SEMEN** for the breeding season of 2012, is entered into on _____, is by and between **MOONLIGHT RANCH** representing the owner of the stallion, hereinafter-designated Breeder, and _____ Mare owner.

MARE OWNER agrees to breed the mare _____ Reg. No. _____, to stallion _____ Reg. No. _____, for breeding fees listed on breeding contract and subject to current rules, regulations and restrictions in force with **A.P.H.A.** The DNA type of the stallion, _____ will be on file with **A.P.H.A.** This agreement is according to the following terms and conditions.

GENERAL AGREEMENT

Breeder agrees to ship semen as described in breeding contract. The require **APHA COLLECTION AND INSEMINATION REPORT** will accompany semen. The mare owner is responsible for the require signatures on the **COLLECTION AND INSEMINATION REPORT** and for forwarding the completed report with copies to the stallions owner and **A.P.H.A.** It will be the **MARES Owner's responsibility** to order the semen shipment in accordance with the scheduled in breeding contract, and make sure the mare named above (and only designated mare) is inseminated within the time frame necessary. No other mare shall be inseminated wit this shipment of semen. Mare owner is responsible for the actions of any agent enlisted in inseminate mare. Breeder will make reasonable effort to provide semen as needed, as long as breeder is notified in a timely fashion as described in breeders contract.

NO CONSEQUENTIAL DAMAGES: As a material inducement for Breeder to sell the good to Owner at the stated price, **Owner** agrees the Breeder shall in no event be liable for any loss, expense or damages for (i) loss of revenue, profits, savings, business or goodwill and (ii) exemplary, any breach or default here under by **Breeder's** or on account of the use or nonuse of the goods. Further Breeder's maximum total liability under this agreement for damages and expensive arising from any default or defaults, breach or breaches of warranty or failure to deliver goods in conformance with this agreement (regardless of the form of action, whether in contract or in tort) shall not exceed owner's actual damages or the price actually paid by owner to breeder for the particular goods involved in the occurrence giving rise to such liability, which is less. The **breeder** assumes no responsibility for delays in shipment or mishandling of the shipment. Neither owner nor any affiliated company or assignee shall have the right to claim compensation or to set off against any amount, which becomes payable to **Breeder** under this agreement or otherwise. In no event Shall **Mare Owner**, its costumers, successors or assigns, commence any actions under this agreement or arising out of the sale, deliver or use of the goods, and regardless of form of the action, later than one year after the cause of action has accrued. **Mare Owner's remedies and measure of damages as set forth in this agreement shall be exclusive.**

Mare Owner shall pay all taxes, license fees, registration fees, tariffs, assessments, and duties resulting from the delivery of the goods under this contract. If mare fails to settle, for nay reason, **mare owner** will hold **breeder** blameless. **Mare owner** agrees to gibe **breeder** ample opportunity to settle mare, and agrees to follow the conditions described in breeders contract.

Mare Owner agrees to pay all charges promptly. Interest at the rate of one and one-half percent (1 1/2%) per month shall be assessed on all balances not paid within thirty (30) days of statement date.

Initial _____ Date _____

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ON PREMISES BREEDING 2012

All mares must arrive at **MOONLIGHT RANCH** sound to breed, halter broke, non aggressive, with current vaccinations record. The mare owner agrees to pay all veterinary fees as they occur. A credit card must be put on file with veterinarian at **APPLE VALLEY EQUINE HOSPITAL** 10083 DEEP CREEK RD., APPLE VALLEY, CA 92308 (760) 247-4226.

All mare ultra sounds, inseminations, cultures, pregnancy checks are done by Ron Lenhart at Apple Valley Equine Hospital. All applicable fee are responsibility of mare owners.

A daily fee of \$ 14.00 per day for wet mares and \$ 12.00 for dry mares.

Initial _____ Date _____

STALLION, CHUTE, BOOKING, SHIPPING FEES

Stallion Fee: is \$1,000.00 (One Thousand U.S. Dollars)

Booking Fee: is \$350.00 is non-refundable, balance of stallion fee due **BEFORE** semen will be shipped.

Collection Fee: \$250.00 per collection. There **is an additional** \$200.00 per airline shipment for delivery to closet airport. **NOTE:** Airline shipments cannot be guarantee. All costs incurred in the air cargo shipment are the **mare owner's responsibility regardless.** Refundable equitainer deposit: \$350.00. A penalty charge shall be assessed in the amount of \$10.00 per day for delinquent return of the container. A maximum of % working days following the receipt of the container mare owner will be allowed for the return of the container. The mare owner shall pay for the return and for insurance of the shipping container for said value of \$350.00, and is hereby responsible for the full value of the container's replacement if it lost or stolen.

I, the mare owner _____ elect, _____ do not elect, to use stallion owner's shipping container (initials req'd). Otherwise a "bio-flight" container will provided.

You should request a shipment by **6 p.m. (Pacific Time Zone) the day before the shipment.** During breeding season we ship **MON/WED/FRIDAY** according to shipping availability on first come, first serve basis.

ALL FEES MUST BE PAID PRIOR TO SHIPPING: Certified check, money order or bank transfer prior to shipping. Out of state checks require 10 working days to clear.

Initial _____ Date _____

"BREEDER'S CERTIFICATE"

A breeder's certificate will be issued for the foal, conceived by this mating, when stallion fees and all other expenses have been paid in full; and, when **mare owner** notifies **breeder** that mare has produced a live foal by this mating. This breeder's certificate shall comply with the requirements of **A.P.H.A. It is further agreed that should the stallion Die,** be sold, or become unfit for service prior to setting the mare, that the stud fee (less expenses owed and booking fee) will be refunded. If mare dies or becomes unfit to breed before being pronounced safe in foal, the **Breeder** has the option to accept; another approved mare by stallion owner as a replacement, or refund part of the unused fees paid, at the discretion of the breeder. New stallion owner shall be obligated to honor the terms of this contract. Under California Law, the equine professional is not liable for injury to, or the death of a participant in equine activities resulting from the inherent risks of equine activities. The mare owner agrees to look solely to his/her insurance for compensation for an injury, sickness, health, or loss of any kind.

Initial _____ Date _____

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LIMITED LIVE COLORED FOAL GUARANTEE

Live foal.

The stallion Owner guarantees a live foal. Live foal is defined as a foal that stands and nurses without assistance. If mare miscarry, aborts the foal, the foal dies within 72 hours of birth, the mare dies during pregnancy/birth, the mare owner is entitled to one rebreed. The rebreed is for the same mare or approved mare by stallion owner. Rebreed must be used the following year of the contract.

Colored Foal

If the foal does not qualify for **APHA** regular registry, the mare owner shall receive one breed, the year foaled, for the same mare to the same stallion. There is no color guarantee for S.S.A or rebreeds.

For any rebreeds resulting from non-viable or non-colored foal, any applicable mare care, booking fee/chute fee, veterinary, and shipping fees will be charged and will be mare owner's responsibility. At the end of that following breeding season the right to breed is cancelled and the stallion owner is released from any further and all obligations, guarantees and liabilities.

Breeding season begins February 01, _____ and ends June 15, _____

Initial _____ Date _____

Platinum Futurity

\$100.00 fee per mare to be paid by breeder. This fee is charged to make foal eligible to A.P.H.A Platinum Futurities.

CONTRACT

This contract is non-assignable and non-transferable

This contract is entered in the State of California, and will be interpreted and enforced under the law of the state. This contract represents the entire agreement between both parties. No other agreement, promises, verbal or implied, are included unless specifically in this written contract. When mare owner's/authorized agent Breeder/authorized agent has signed this contract, it will then be binding on both parties, subject to the terms and conditions.

Breeder's signature (or auth. Agent) _____ Date _____

Mare owner's signature (or auth. Agent) _____ Date _____

Registered Owner Of Mare (Printed) _____

Address _____ City _____

State _____ Zip Code _____

Phone #s _____

Email _____

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PLEASE RETURN SIGNED CONTRACT WITH CLEAR COPY OR MARE'S PAPERS

Thank you for your business