



## 2010 BREEDING SERVICE AGREEMENT LUCKY SOL MOON

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010 \_\_\_\_, by and between Stallion owner Gordon Potts and:

Name of Mare Owner/Lessee \_\_\_\_\_ daytime phone \_\_\_\_\_

Ranch Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### INTRODUCTION-----

1. "Stallion Owner," is the owner of the American Paint Horse Stallion, "Lucky Sol Moon."
2. Stallion will be standing at The Brass Ring during the 2010 Breeding Season.
3. Mare Owner or Lessee has certain rights in the mare described below ("Mare") and desires to breed her to Lucky Sol Moon during the 2010 breeding season commencing on or about February 1, 2010 and ending on or about September 30, 2010, (the "Breeding Season.")

Name of Mare \_\_\_\_\_ Sire \_\_\_\_\_ Dam \_\_\_\_\_

Registration # \_\_\_\_\_ Date Foaled \_\_\_\_\_ Color \_\_\_\_\_

\*\*\*\*\*ATTACH A PHOTOCOPY OF MARE'S REGISTRATION PAPERS\*\*\*\*\*

### AGREEMENT-----

#### 1. FEES

**1A. BREEDING FEE** The Breeding Fee to the stallion shall be \$750.00. A non-refundable booking fee of \$250.00 will be charged to execute this agreement, and the remaining balance will be paid upon arrival of the mare to The Brass Ring or before the first shipment of semen is sent to the Mare Owner/Lessee.

**1B. SHIPPING AND HANDLING FEE** Those Mare Owners utilizing Cooled Transported Semen will be charged \$125.00 for shipping and handling. Semen will be transported by means of Federal Express for Overnight delivery or by American Airlines for same day service.

**CHUTE FEE** Those Mare Owners utilizing on-farm breeding will be charged a chute fee in the amount of \$150.00. This is a one time per breeding season charge.

**1C. COLLECTION FEE** In the event of Cooled Transported Semen or Artificial Insemination, Mare Owner shall pay a Collection Fee in the amount of \$125.00 per collection. In the event that the Brass Ring is unable to complete the collection the veterinary services of EquiPLEX Veterinary Hospital will be used. In this event the Collection Fee will be paid directly to the clinic, this will also include the call charge.

**1D. SEMEN PREPARATION FEE** In the event of Cooled Transported Semen or Artificial Insemination, Mare Owner will be charged \$40.00 per collection for semen preparation.

**1F. EQUITAINER RENTAL** \$35.00 will be charged for rental of Equitainer shipping containers, each shipment. Mare Owner will have four days after collection to return the Equitainer, in the event that it is not returned within this time, \$10.00 per day will be charged.

- 2. PAYMENT OF RELATED FEES** As used herein, the foregoing fees are referred to as "Related Fees." All Related Fees shall be due and payable in advance.

**PLEASE MAKE CHECKS PAYABLE TO THE BRASS RING**

**2A. REGISTRATION OF FOAL** In no event will any application for registration of the mare's 2011 foal be executed unless (a) the Breeding Fee has been paid in full (b) all fees due The Brass Ring or Equiplax Veterinary Hospital have been paid in full, and (c) all Related fees have been paid in full.

**3. BREEDING**

**3A. THE BRASS RING'S POLICIES** The Brass Ring will handle all breeding arrangements. Mare Owner/Lessee agrees to abide by all policies established by The Brass Ring.

**3B. TRANSPORTED SEMEN** In the event the Mare Owner elects to use transported semen, Mare Owner agrees to sign The Brass Ring Transported Semen Agreement. Mare Owner acknowledges that best results will be obtained if Mare Owner stays in regular contact with The Brass Ring.

**3C. ON SITE BREEDING** In the event Mare owner elects to send Mare to The Brass Ring for breeding, Mare Owner shall contract with The Brass Ring for boarding arrangements. All board, veterinary, and other Expenses related to the boarding and breeding of said mare will be the responsibility of the Mare Owner.

**3D. INSEMINATION OF MARE** All expenses related to palpation and ultrasound related to insemination of Mare will be the responsibility of Mare Owner.

**3E. AVAILABILITY OF STALLION** Mare Owner acknowledges that Stallion may from time to time be unavailable due to other commitments. In the event that the Stallion becomes unavailable due to disease, injury, or infertility, and no live foal is produced, Stallion Owner will refund the Breeding Fee.

- 4. MARE OWNER COVENANTS AND REPRESENTATIONS** Mare owner covenants that title to Mare as is set forth at the beginning of this Agreement and that it has the legal authority to enter into this agreement. Mare Owner further represents that it knows no health or breeding problems of Mare, except as disclosed in writing to The Brass Ring.

- 5. LIMITATION OF LIABILITY** Except in the event of their gross negligence or willful misconduct, Stallion Owner, The Brass Ring, and their respective agents, employees and veterinarians, shall not be liable for any Sickness, death, loss or injury which may be suffered by Mare, or by Mare Owner, arising out of the transactions contemplated by this agreement. Mare Owner fully understands that all risks connected with breeding or Providing and other services to mare are to be borne solely by Mare Owner. In no event shall Stallion Owner, The Brass Ring, their agents, employees, and veterinarians, be liable for any special, incidental, indirect, or Consequential damages arising from any transaction covered by this Agreement.

**6. FAILURE TO CONCEIVE**

**6A. IN THE EVENT MARE FAILS TO CONCEIVE IN THE 2010 BREEDING SEASON**, Mare Owner is Entitled to rebreed the following season. Mare owner will provide letter from a licensed veterinarian stating Mare has been examined by ultrasound or rectal palpation and is not in foal. A letter must be received by The Brass Ring no later than October 31, 2010 to reserve the right to rebreed.

**6B. IN THE EVENT LETTER HAS BEEN RECEIVED AND ACKNOWLEDGED** Mares left open at the Conclusion of the 2010 breeding season are eligible for a rebreed. The rebreed fee shall be \$300.00

**7. LIVE FOAL GUARANTEE**

**7A. IF MARE FAILS TO DELIVER A “LIVE FOAL”** Mare owner shall be entitled to re-breed the Mare only with verbal and written permission of Stallion Owner, a substitute mare in the 2011 Breeding Season, subject to the payment of all Related Fees.

**7B. LIVE FOAL TERMS** “Live Foal,” shall mean a foal that sufficiently stands and nurses and survives a minimum of twenty-four hours. In the event that the mare produces a foal that is not a Live Foal, Mare Owner shall provide Stallion Owner with a letter from a licensed veterinarian stating the cause and date of death, within thirty days of such death.

**7C. LIVE FOAL GUARANTEE** The Live Foal guarantee hereunder shall terminate, and Stallion Owner shall be under no further obligation, if Mare Owner fails to provide the letter and the notification to Stallion Owner, pursuant of Section 7B.

**8. DISCLAIMER OF WARRANTY** The breeding provided hereunder is, “ AS IS.” All implied warranties, including all warranties of fitness or merchantability for a particular purpose or quality of collection of semen, are hereby disclaimed by the Stallion Owner.

**9. WAIVER, AMMENDMENT, MODIFICATION** No provision of this agreement shall be deemed waived, amended, or modified by either party unless such waiver, modification, or amendment be in writing and signed by the party against whom the enforcement of such is sought. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or the right of that party thereafter to enforce such provision.

**10. ENTIRE AGREEMENT** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of the document shall be in writing and signed by the party to be charged.

**11. SEVERABILITY** Any provision of this Agreement prohibited by the law of any applicable jurisdiction shall be ineffective to the extent prohibited, without invalidating any other provision of this Agreement.

**12. SUCCESSORS AND ASSIGNS** This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

**13. EFFECTIVENESS OF AGREEMENT** This Agreement shall not be effective until approved and accepted by Stallion Owner and shall be subject to Mare Owner’s entry into appropriate arrangements with The Brass Ring.

**SIGNATURES**

Stallion Owner or Stallion Agent \_\_\_\_\_

Print Name \_\_\_\_\_ Date Signed \_\_\_\_\_

Mare Owner \_\_\_\_\_

Print Owner \_\_\_\_\_ Date Signed \_\_\_\_\_