

## Breeding Contract

This STALLION BREEDING CONTRACT for the breeding season of 2009 is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between Tintagel Enterprises, Ltd. hereinafter designated as Stallion Owner, and \_\_\_\_\_ hereinafter designated as Mare Owner.

Mare Owner agrees to breed the mare known as \_\_\_\_\_, Reg. No. \_\_\_\_\_ to the stallion known as Regaliz, Reg. No. 3305(S), using transported semen for the breeding fee of \$1000 plus the costs of collection and shipment as detailed below for a live foal subject to the following conditions:

1. This stallion fee includes a non-refundable booking fee of \$ 200 due at the time of signing this contract.
2. EXPENSES NOT PROVIDED FOR UNDER THE STUD FEE. Including but not limited to:
  - (a.) Artificial Insemination Collection Fee. Before collections are shipped, Mare Owner shall pay an Artificial Insemination Collection Fee of \$ 250 (covering costs related to collection, stallion handling, and shipping) to Stallion Owner *prior* to the semen collection. This fee includes standard Fed Ex overnight shipping for one container to the continental United States. If shipment is required elsewhere, additional fees to cover the cost of shipment will be required.
  - (b.) Shipping Expenses. Mare Owner shall be responsible for any additional semen shipping expenses not included in above which must be paid to Stallion Owner prior to shipment. I.E. If same day air shipment is required.
  - (c.) Semen Container. Stallion Owner agrees to provide a semen container, (Equitaner or equivalent), for the safe storage and shipment of the semen, provided the following conditions are met by Mare Owner:
    - 1.) Deposit: Mare Owner agrees to pay a deposit of **\$250.00** to Stallion Owner, which shall be refunded, or deposit check returned when the semen container is returned on time and in satisfactory condition.
    - 2.) Shipping and Insurance: Mare Owner agrees to ship the semen container back to the Stallion Owner within forty-eight (48) hours after the insemination. Container may be sent two day ground, no slower. If Container is kept longer than this allowed period the deposit will be forfeited. Mare Owner agrees to insure the semen container for the return trip in the amount of \$250.00. Container must be returned clean and undamaged and within the time period allowed. If ballast

bags, coolant cans or containers are missing or damaged, mare owner will be charged for replacement.

3. Mare Owner hereby acknowledges that he/she must provide at least 24 hours notice, prior to collection date, to Stallion Owner for semen collection and shipment. If less than 24 hour notice is given, the request will be accommodated if possible, but at the sole discretion of Stallion Owner.
4. A breeding form must be filled out and returned to stallion owner before semen will be shipped.
5. Certificate of Pregnancy. Mare Owner shall have a licensed veterinarian examine the mare within 30 days after the last day she is bred to determine whether she is pregnant. Mare Owner shall provide Tintagel Enterprises, Ltd. a written report of the veterinarian exam within 45 days after the last breeding.
6. The mare shall be in healthy and sound breeding condition. The following documents will be required **before** mare is accepted for breeding and semen shipped:
  - (a.) Veterinarian health certificate including a current uterine culture and cytology:
  - (b.) a photocopy of mare's registration papers, if applicable.
7. If mare fails to settle for any reason, Mare Owner will hold Stallion Owner harmless.
8. Return Breeding/Substitution. Stallion Owner shall provide a return breeding to the same mare during the 2010 breeding season, providing that the mare fails to conceive during this breeding season or fails to deliver a live foal from the breeding. As used in this Agreement, the terms "live foal" means a foal which stands and nurses. Mare Owner shall provide Stallion Owner a written report from a licensed veterinarian within 10 days after the event if the mare aborts or if the foal does not stand or nurse. Stallion Owner may, but shall not be required to, allow Mare Owner to substitute in the event the mare does not conceive, aborts or otherwise does not deliver a live foal. In no event, however, shall Stallion Owner have any further obligations under this Agreement after the 2010 breeding season.
9. Stallion reports will be filed in a timely manner by stallion owner with the International Andalusian and Lusitano Horse Association, when stallion fee and all other expenses have been paid in full, to make the resulting foal eligible for registration with said Association. Other registry papers may be submitted to stallion owner for signature if appropriate.
10. Both parties agree that Tintagel Enterprises, Ltd., the Stallion Owner, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to mare.
11. It is further agreed that should the stallion die, be sold or be declared impotent by a licensed veterinarian before mare is settled, the total breeding fee of \$ 1000 ( including booking fee ) will be refunded to the Mare Owner; if it has been paid in full, thereby canceling this entire contract. If mare dies or becomes unfit to breed **prior** to collection/shipment of semen, \$ 800 ( minus booking fee ) of the breeding fee will be refunded; if it has been paid in full or Stallion

Owner will accept another mare according to the terms and conditions of this contract. Subsequent to collection and/or shipment of semen, the breeding fee will be non-refundable but Stallion Owner will accept another mare according to terms and conditions of this contract. A one time transfer limit will apply. Written approval by Stallion Owner is required.

12. Integration/Modification. This agreement contains all the terms and conditions regarding the described breeding and supersedes all prior oral or written agreements, representations, or understandings. The parties acknowledge that there are no agreements or understandings other than as set forth in this Agreement. This Agreement may be amended, modified or rescinded only in writing.
13. This contract is non-assignable and non-transferable without prior written approval from Stallion Owner Applicable Law. This Agreement shall be interpreted and enforced under Massachusetts law.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

Stallion Owner

Mare Owner

\_\_\_\_\_

\_\_\_\_\_

Print name

**Sarah Hollis**

\_\_\_\_\_

Address

**80 Easthampton Rd**

\_\_\_\_\_

**Westhampton, MA 01027**

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Phone number/fax/email

**413-529-2413house/0443 barn  
/2064 fax  
tintagel@comcast.net**

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