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BREEDING CONTRACT - FOREST MIDNIGHT COMET

THIS AGREEMENT, made in duplicate and entered into this ____ day of _____, 20__, by and between _____, (hereinafter referred to as "Mare Owner") and Harris Paints (hereinafter referred to as "Stallion Manager").

WHEREAS, Tim and Cindy Harris t/a Harris Paints are the manager of a certain APHA stallion named **FOREST MIDNIGHT COMET** and Mare owner is the owner/lessee of a certain mare named _____, registration number _____.

WHEREAS, said Stallion will stand at stud during the season of 20__ at Harris Paints in Maryland, and the parties hereto desire to contract for the servicing of the above mare by said stallion during the breeding season of 20__.

NOW, THEREFORE, in consideration of the premises herein contained, it is agreed as follows:

1. **FEES & BOOKING FEE:** Stallion Manager does hereby reserve for Mare Owner, one season's booking in 20__ to said stallion for cover of said mare. In consideration of the reservation by Stallion Manager of said booking, Mare Owner shall pay Stallion Manager a booking fee of \$250.00. This amount shall be applied against the stallion service fee of \$950.00 (which includes a \$275 collection fee) Mare Owner agrees to deliver said mare (in the event of on the farm breeding) to Stallion Manager on or before July 1, otherwise, unless prior arrangements are made, Mare Owner shall forfeit booking fee and Stallion Manager shall be under no further obligation with respect to any matter herein set forth.

(a) **REMAINING BALANCES:** Mare Owner agrees to pay in full the remaining balance at the time mare is found to be in foal by Stallion Manager's veterinarian. Said mare will not be released from premises until all bills are paid. If mare is removed from premises before veterinarian serving Stallion Manager has found the mare to be in foal, then no moneys will be refunded and all bills are due and payable.

(b) **PAYMENT:** Payment may be made by cash, check, money order or credit card (Visa, Mastercard or Discover). Payments by credit card will be assessed a 3% processing fee.

© **DISCOUNTS:** The following discounts are available:

____ Multi mare discount - \$100 off each additional mare

2. **BOARD:** Mare owner shall pay to Stallion Manager the board rate in the amount of \$15.00 per day for mares without foals. The board rate for mares with foals at their side is \$17.00 per day. **ALL BOARD AND OTHER BILLS SHALL BE PAID IN FULL BEFORE MARE DEPARTS PREMISES.**

3. **SUBSTITUTIONS:** Should the above named stallion die or become unfit for service prior to mare being inseminated, then this contract shall become null and void, and any booking fee paid shall be refunded. Should the above stallion be sold or moved to another breeding facility prior to said mare producing a live foal, then any rebreed obligation will transfer with the stallion and it will be the obligation of the new owner or manager to honor said rebreed.

4. **CULTURES:** If said mare has not been cultured within 90 days of the delivery to farm, Mare Owner agrees to said mare being examined, cultured and treated, if infected, by the qualified large animal veterinarian serving Stallion Manager, before service by said stallion. Also mare owner grants permission to Stallion Manager to have aforesaid veterinarian treat mare for anything that would insure her well being, i.e. worming, treatment of infections, preventative measures, colic, etc. Mare Owner also agrees to permit said veterinarian to pregnancy check mare. In the event of illness or accidental injury, Stallion Manager will make every effort to contact mare owner prior to treatment.

5. **VETERINARY EXPENSES:** Mare Owner hereby agrees to promptly reimburse Stallion Manager in full for any

and all veterinary expenses incurred for the above mare, before the above mare leaves Stallion Manager's premises. Any other expense incurred by said mare shall be the obligation of the Mare Owner, and reimbursement is to be made to Stallion Manager in full. Any veterinary expenses paid by credit card will be subject to a 3% processing fee. In the event veterinary costs are billed by the veterinarian directly to the mare owner, then mare owner acknowledges that it is their obligation to pay said expenses in a timely manner and will hold Harris Paints harmless for these obligations.

6. **LIABILITY:** During the time that said mare shall be in the custody of Stallion Manager, Stallion Manager and/or Stallion Owners shall not be liable for any sickness, disease, injury or death which may be suffered by mare. However, all necessary precautions will be taken to insure said mare's well being. Mare Owner shall not be liable for any injury caused to Stallion or Stallion Manager's premises while in the care and custody of Stallion Manager. **HOWEVER**, it is Mare Owner's duty and responsibility to warn Stallion Manager if mare has vicious propensities. If Stallion Manager is not so warned of such vicious propensities then the Mare Owner is to be held liable for any injury or damages caused by said mare.

7. **LIVE FOAL GUARANTEE:** For this purpose live foal shall be defined as a foal that stands and nurses without assistance. If the mare proves not to be in foal in the year bred, or loses her foal, Stallion Manager has the option to rebreed the mare or request a substitute in case of a problem mare. If said mare dies prior to foaling, mare owner may substitute another mare within one year of the date of her death. This live foal guarantee cannot be sold or transferred to another mare owner without the written consent of Stallion Manager. No breeding will be carried over more than one year from the date of loss.

7(a) **SUBSTITUTION:** If said mare is medically unsound and unable to be rebred, mare owner may substitute another mare upon a written veterinary certificate stating said mare is in fact unable to be rebred.

7(b). **NOTIFICATION:** The above is subject to the condition that notification must be made to Stallion Manager within 48 hours after time of foaling or aborting, that mare did not produce a live foal. A certified veterinarian's statement must follow, giving particulars to substantiate a live foal guarantee. Veterinarian's statement must be received by Stallion Manager within 14 days of said mare's foaling or aborting, or the live foal guarantee shall become null and void.

8. **COLOR GUARANTEE:** If the foal resulting from said breeding is solid in color and ineligible for regular registry, said mare may be rebred at one-half (1/2) the advertised stud fee. This color guarantee **MUST** be used the same year solid foal was born and will not be carried over to a subsequent year. Collection/shipping fees are the responsibility of the mare owner.

8(a) **TIME LIMITATION:** This return breeding must be used during the same year said solid foal is born. If foal is born late in the breeding season making it impossible to rebreed the mare before June 30th, this breeding may be carried over to the following year. This one-half price color guarantee rebred may only be used one time per contract.

8(b) **TRANSFERABILITY:** If the mare is sold, this color guarantee is only transferable with the written consent of the Stallion Manager.

9. **REGISTRATION PAPERS:** A photostatic copy of the mare's registration papers **MUST** accompany this contract.

10. **FAILURE BY STALLION MANAGER:** Should Stallion Manager fail to, or be unable to perform this contract, for any reason not set forth above, any amount paid under provisions of Paragraph 1, shall be refunded to Mare Owner.

11. **SHIPPED SEMEN:** The entire breeding fee must be paid in advance of the first shipment of semen. Shipments of semen will be shipped to mare owner by overnight FedEx. The cost for the first shipment of semen is included in the stud fee. Any extra fees charged by FedEx for Saturday delivery or early a.m. delivery (if requested) are the responsibility of the mare owner. If the first shipment of semen is sent via same day counter-to-counter service through the airlines an additional fee for courier service will be charged. Subsequent shipments sent via overnight delivery (FedEx) will be billed at the rate of \$275 per shipment. However, if any shipment must be sent via U.S. Airlines, counter to counter, same day service, a fee of \$325.00 (which covers the expense of shipping by airlines and Stallion Manager's courier service expense for travel to and from the airport) is due. Please note that the only local airline available to Stallion Manager is US AIR. Counter-to-Counter Shipments by any airline carrier other than US Air are billed at the rate of \$375.00 per shipment.

(a) **CONTAINER DEPOSITS:** No deposits are required on Equitainers. However, Mare owner is obligated to return said container to Stallion Manager by overnight delivery **within 72 hours of receipt of same**. If container is not returned in said manner, Mare owner will be obligated to pay to Stallion Manager a \$200.00 late fee. If the container is not returned within 6 days of shipment, mare owner is obligated to pay Stallion Manager \$400.00 for the replacement cost of said Equitainer.

(b) **REQUESTS FOR SHIPMENT:** Mare Owner should notify Stallion Manager (**by telephone**) no later than 9:30

(EST). Please do not email or fax requests for semen.

© COLOR GUARANTEE FOR SHIPPED SEMEN: Color guarantee will also apply to shipped semen breedings as noted in # 8, above.

(d) INSEMINATION REPORT: Mare owner agrees to immediately return Stallion Manager's copy of the Insemination Report, signed by Mare Owner's veterinarian or person inseminating said mare. Mare Owner is responsible for forwarding APHA's copy of said Insemination Report to the appropriate breed association within 10 days of insemination.

12. ON THE FARM BREEDINGS: In the event mare is sent to Harris Paints for breeding, Mare Owner will pay a mare management/collection fee in the amount of \$275, per cycle. This fee is included in the stud fee for the first cycle. Said fee will cover multiple collections and inseminations per cycle.

13. ASSIGNMENT OF CONTRACT: In the event the mare is sold prior to foaling, this contract will transfer with the mare to the new owners. This contract cannot be sold for the use on another mare.

14. RETURNED CHECK POLICY: In the event Mare Owner's check is returned for insufficient funds, Mare Owner is responsible for a returned check fee in the amount of \$50.00. Reimbursement to cover said returned check and returned check fee must be made by money order, cashier's or certified check or by credit card.

15. WARRANTY: No warranties whatsoever, express or implied, shall accompany a breeding transferred by this Agreement. No guarantee of delivery of shipped semen within a certain time period or guarantee that shipped semen will safely reach the insemination point or will be thawed without losing some of its integrity, quality or characteristics is given by this Agreement.

16. EMBRYO TRANSFERS: If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within 60 days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if Mare has a twin birth resulting in two foals that stand and nurse an additional breeding certificate will be issued.

17. LEGAL VENUE: Maryland law shall govern all aspects of this Agreement.

SIGNED AND AGREED to this ____ day of _____, 20 __.

HARRIS PAINTS:

BY: _____
STALLION MANAGER

MARE OWNER

Name

Street

Town, State and Zip

Telephone

Email Address

If Payment is made by Credit Card, please complete the following:

Type of Card: _____

Account #: _____

Expiration: _____

Cardholder's Name: _____

Address of Card Holder: _____

SHIPPED SEMEN INFORMATION

In the event semen is to be sent to someone other than the mare owner, please provide us with the following information:

NAME OF PERSON REQUESTING SEMEN: _____

ADDRESS SEMEN IS TO BE SENT: _____

TEL. # OF PERSON REQUESTING SEMEN: _____