

HARRIS PAINTS STALLION STATION
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BREEDING CONTRACT - JOSE'S REAL DEAL

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

WHEREAS, Tim and Cindy Harris t/a Harris Paints are the manager of a certain APHA stallion named **JOSE'S REAL DEAL** 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 2018 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 2018.

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 2018 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 \$350.00. This amount shall be applied against the stallion service fee of \$850.00. **Early Booking Discounts of \$250 per breeding is available for contracts signed before December 31, 2017.** Mare Owner agrees to deliver said mare (in the event of on the farm breeding) to Stallion Manager on or before July 1st, 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 of stud fee prior to breeding. Said mare will not be released from premises until all bills are paid. .

(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 3.5% processing fee.

© DISCOUNTS: The following discounts are available:

World/Res World Champion mares or producers - Private Treaty

Multiple Mare and Loyalty Discounts Are Available Upon Request

2. BOARD: Mare owner shall pay to Stallion Manager the board rate in the amount of \$18.00 per day for mares without foals. The board rate for mares with foals at their side is \$19.00 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 3.5% 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. 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 under RG 070, said mare may be rebred at one-half (1/2) the advertised stud fee. Any foal which is solid in color must be DNA tested to ensure that it is not eligible for registry under RG 070 in order to qualify for the color guarantee rebreed. 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 rebreed 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 collection and overnight FedEx shipping is \$300.00. Any extra fees charged by FedEx for Saturday delivery or early a.m. delivery (if requested) are the responsibility of the mare owner. If any shipment must be sent via the Airlines, counter to counter, same day service, a fee of \$425.00 (which covers the expense of shipping by airlines and Stallion Manager's courier service expense for travel to and from the airport) is due. All Shipments sent to Canada will incur an additional \$175 fee, which covers veterinary and USDA fees. Checks for Collection/Shipping fees, courier fees or reimbursement for Veterinary and/or USDA fees should be made payable to Harris Paints.

(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.

(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.

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 \$300, per 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. GENETIC TESTING: Jose's Real Deal is N/N for HERDA, HYPP, GBED, PSSM, & MH. OLWS N/O

16. 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 without losing some of its integrity, quality or characteristics is given by this Agreement.

17. 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).

18. LEGAL VENUE: Maryland law shall govern all aspects of this Agreement. Any disputes will be resolved in the District Court of Maryland for Caroline County.

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

HARRIS PAINTS:

BY: _____
STALLION MANAGER

MARE OWNER

Printed Name

Signature

Address

City, State Zip

Phone

Email

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

Type of Card: _____

Account #: _____

Expiration: _____

Cardholder's Name: _____

Billing Statement Address: _____

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: _____