

2010 BREEDING CONTRACT
(ARTIFICIAL INSEMINATION WITH FRESH COOLED SEMEN)

THIS AGREEMENT is made between SEAFIRE SPORTHORSES (hereinafter referred to as "Stallion Owner") and MARE OWNER(s):

(Name) _____ (hereinafter referred to as "Mare Owner(s)")

(Mailing Address) _____ (City/State/Zip) _____

(Res. Phone) _____ (Work Phone) _____ (Cell) _____

Name of Mare: _____ Age: _____ Color: _____

Breed Association(s) and Registration Number(s): _____

*** please provide copy of mare's registration papers and 2 conformational pictures of mare**

Maiden? _____ Present Breeding Status of Mare: _____ Open _____

If the mare is in foal: Last Breeding Date: _____ Expected Date of Foaling: _____
Approximate Requested Breeding Month/Year: _____

With the signing of this contract, the Owner(s) acknowledge that they have read this Contract in its entirety and agree to abide by all stipulations contained herein:

The stallion chosen for this breeding is: **RICHARD KWPN: 98.03430**

The above Mare Owner(s) acknowledge that the stud fee during the year 2010 is \$ 1250. Mare Owner(s) are aware that a non-refundable Booking Fee of \$ 250 is required upon Stallion Owner's receipt of this completed contract and the balance of the stud fee is due at time of breeding and before any semen is shipped. Collection fee for shipped semen is \$250 per collection. Shipping fees for the shipped semen will be \$150 per semen shipment. Fees due to Stallion Owner can be paid for through PayPal if desired (please notify Stallion Owner prior to using this option). Any fee payable via PayPal will incur a 3% fee.

Mare Owner is responsible for ascertaining their state's or country's requirements for shipped semen and informing Stallion Owner in writing any permits or requirements needed at least 30 days prior to the initial requested semen shipment. Mare Owner is responsible for any additional costs associated with the shipment of semen required by their state or country.

The breeding right is sold with a (3) Three Year Term on a Live Foal Guarantee (LFG) with all fees and deposits due to Stallion Owner or their collection/shipping agent, payable before delivery of any semen. Breedings using cooled transported semen shall be available between March 15th and August 31st unless special arrangement is made in writing with Stallion Owner. All veterinary costs are the responsibility of the Mare Owner(s).

Artificial Insemination (AI) / Fresh Cooled Semen

Mare Owner(s) agrees to the following:

- 1) To pay a collection fee of \$250 per semen collection for any semen needed.
- 2) To pay a shipping fee of \$150 per semen collection for any semen shipped.
- 3) Call Stallion Owner one week before the mare is expected to come into heat, advising that the breeding will take place next cycle. Call Stallion Owner on the first day the mare comes into season.
- 4) To call Stallion Owner no later than 24 hours prior to the semen shipment needs to be made. In the event Mare Owner(s) contacts Stallion Owner AFTER 24 hours prior to time semen shipment needs to be made, Stallion Owner will make every attempt to accommodate Mare Owner(s) but no guarantee can be made.
- 5) To optimize pregnancy rates with cooled transported semen, the mare should be inseminated on the day she is expected to ovulate, prior to ovulation. To accomplish this, semen needs to be ordered, collected and shipped on the day prior to anticipated ovulation. Semen is generally shipped Federal Express or UPS. It is understood that semen delivery on Sunday and Monday and certain National Holidays via Federal Express or UPS is not possible.
- 6) Mare Owner(s) specifically agrees and understands that no semen will be shipped until all fees have been paid.
- 7) Stallion Owner assumes responsibility ONLY to ship semen in viable condition to the Mare Owner(s) or their veterinarian..
- 8) Mare Owner(s) agrees to inseminate the mare described in this contract above only and shall return the mare insemination forms, signed by the Mare Owner's veterinarian or qualified technician, at the end of the breeding season or when the mare is examined in foal for at least 50 days.
- 9) In the event Mare Owner(s) plans to perform an embryo transfer using the contracted breeding, prior written authorization shall be required. Additional stud fee will apply if more than one foal results from the semen shipped.

Mare Owner(s) has read and specifically agrees to the *Conditions of Service for All Mares*.

Conditions of Service for All Mares. Executed & Attached; Date: _____ initials _____

A Live Foal Guarantee (LFG) offered by Stallion Owner is defined as a foal, which stands, nurses and does not need to be euthanized by a licensed veterinarian within the first 72 hours due to a genetic defect. LFG does not guarantee that a live foal will be born by the mare being bred. LFG only entitles the Mare Owner(s) to a return breeding for the same mare to the same stallion, the following (2) two years only. In the event of the death (as specified above) of the foal within that first 72 hour period, a rebreed will be offered to the same mare or an approved substitute mare for the 2011 or 2012 breeding season only. In the event of the death of the in-foal mare, an approved substitute mare may be allowed for a rebreed for either the 2010, 2011, or 2012 breeding season. Proof of mare and/or foal's death will be required by Stallion Owner from a licensed veterinarian within 10 days of death. LFG does not apply in the case of death of the mare and/or foal due to neglect. Foaling must be attended by Mare Owner(s) for the LFG to apply. **Booking fee, collection and shipping fees will apply to rebreed privilege.** At no time will breeding fees or monies be refunded.

In the event of the stallion's death prior to the delivery of a Live Foal, the LFG as above described shall become null and void. In the event that the Stallion Owner should determine that the stallion is not in a fit condition to breed, the stallion's death or in the event that the stallion has been sold, Stallion Owner shall notify Mare Owner(s) of such condition. Mare Owner(s) shall have the following option: Breeding via frozen semen with no LFG (3 dose maximum). No other monies will be refunded.

Mare Owner(s) hereby agrees release, indemnifies and holds Stallion Owner, her employees, agents, associates and/or assigns, harmless with respect to any liability for any sickness, disease, accident, injury or loss of or to the mare.

This contract, constitutes the entire agreement between the parties hereto and may not be modified except in writing and signed by all parties hereto. This Contract may not be assigned or transferred by any of the parties hereto without the consent of the other. This Contract is made and entered into in the State of Florida, and shall be enforced and interpreted in accordance with the laws of said State. All action with respect to this agreement will be instituted in a court sitting in St John's County, Florida, and the Mare Owner(s) irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum.

This contract shall be binding upon the parties hereto and their personal representatives. This agreement is non-transferable by Owner(s) to any third party without the prior written approval of Stallion Owner.

Stallion Owner or Representative

Mare Owner(s)

Seafire Sporthorses / Stacia Purcell

Printed Name: _____

Date: _____

Mail to the attention: Stacia Purcell
PO Box 39, Elkton, FL 32033 • (904) 662-2887
www.theequineathlete.net, theequineathlete@gmail.com

Richard

Show Name: Decadent (US) / Ravanelli (EU)

KWPN Stallion, DOB: 4/25/1998

Mare's Name: _____

Color: _____ Birth date: _____

Markings: _____ Height: _____

Registry: _____ Registration #: _____

Sire: _____ Dam: _____

Sire of Dam: _____

Owner of Mare (to be reported to breed registry): _____

Address: _____ Phone: _____

_____ Fax: _____

Email Address: _____

Produce Record:

- 1. 2009-10 Season Status Foaling LDB _____ Due to foal _____
 Barren Maiden
- 2. 2008-09 Season Status Foaling Date foaled _____
 Barren Maiden
- 3. 2007-08 Season Status Foaling Date foaled _____
 Barren Maiden

Please list all vaccinations in last 12 months, including medical history, preferred veterinarian, and other information we might need to know.

I accept and fully understand conditions for breeding the above mare as stated in the "Breeding Contract" and "Conditions of Service for All Mares". I certify that the above mare is either owned or leased by me.

Signature of Mare Owner: _____

Date of Signature: _____

Mail to the attention: Stacia Purcell
PO Box 39, Elkton, FL 32033 Phone 904-662-2887
www.theequineathlete.net, theequineathlete@gmail.com

CONDITIONS OF SERVICE FOR ALL MARES

1. Identifying details of mare to be bred, including copy of registration certificate and of ownership must be supplied with the breeding contract prior to mare being bred.
2. All fees to be paid in advance before semen is shipped.
3. Health –Mare must be breeding sound. If barren and not maiden, the mare owner must supply a veterinary certificate for the mare named in this contract which includes a negative uterine culture showing that the mare is in a sound breeding condition and free from infection. Certificate must be dated no longer than 30 days prior to the mare being bred.
4. Should any mare fail to conceive after 3 consecutive cycles, then a uterine swab/biopsy must be performed at mare owner's expense with the results posted to Stallion Owner
5. Mare owner agrees to dose mare with 1) Rhinopneumonitis vaccine at 5, 7, 9 month gestation. 2) EWT, Flu/Rhino, and West Nile vaccines 30 days prior to foaling
6. Mare owner agrees to follow appropriate worming regimen specific for the region where the mare resides. Mare owner agrees to worm the mare within 4 weeks of foaling and within 24 hours post foaling.
7. Live Foal Guarantee – does not guarantee that a live foal will be born by the mare being bred. This term entitles the mare owner to a return breeding for the same mare to the same stallion, the following two years only, in the case that the mare should A) fail to conceive B) abort the foetus or C) the foal dies within 72 hours of birth. A veterinary certificate must be supplied. At no time will breeding fees or monies be refunded.
8. The mare must not be exposed to another stallion within 60 days of breeding. If the mare is exposed to another stallion in this time and becomes pregnant, the mare owner will forfeit all fees including the breeding fee. No monies will be refunded.
9. This breeding contract is only transferable if the mare named in this contract dies or is deemed unfit to be bred by a licensed veterinarian. Transfers may be applied to approved mares only once a veterinary certificate is supplied to Stallion Owner verifying the death or breeding unfitness.

Signature of Mare Owner: _____

Date of Signature: _____

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