

2009 Breeding Contract...Sampson, KWPN

This contract is entered into and is between the undersigned Kate Levy, DBA Kate Levy LLC., known as "STALLION OWNER" and hereinafter referred to as "Stallion Owner". This contract sets forth the rights and responsibilities of the parties for the 2009 breeding season. To complete the agreement, Addendum(s) for Shipped Cooled, Shipped Frozen and/or Mare Disclosure Forms will be required. These will be noted on Page 2 "Additional Terms and Conditions." The stallion providing breeding services under this contract is KWPN stallion Sampson. Sampson will stand the 2009 season at Equine Reproduction Services, Inc., Ocala Florida, hereinafter referred to as "the farm," with Karen Berk as breeding manager and agent. WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, Registration # _____, Breed _____, T # _____ (if applicable) it is now

therefore agreed between the parties as follows:

Booking and Stallion Fees: Mare Owner agrees to pay a non-refundable booking fee of \$500.00 USD to reserve a breeding for the year 2009, which shall be part of the Stallion Service Fee. For total consideration of 1500.00 USD, excluding mare care, Farm hereby agrees to breed the stallion, **Sampson**, to the mare belonging to Mare Owner as above-described. Breeding fee paid is only for the above mentioned mare. Multiple pregnancies are prohibited. Use of semen for Embryo Transfer is prohibited unless separately agreed upon, by both parties, and contracted in addendum. In the event that another mare is inseminated and a foal results; an additional full stud fee will be due and payable to the Farm.

Stallion Owner/Farm Warrants: Stallion Owner is the sole owner of the stallion referenced above. And has full authority and power to transfer title of a breeding season to Mare Owner. The season granted under this contract is free from all liens and encumbrances.

Mare Breeding Option (Please Circle Option)

Mare Bred Via Shipped Semen—Completed Shipped Cooled Semen Addendum "A" Required—First Date Expected Semen to Ship: _____

If mare is bred via shipped semen; booking fee, balance of breeding fee and any applicable shipped semen charges, etc. must be paid in full prior to shipment of semen. First collection free.

Mare Bred At Farm—Owner Must also supply Completed Mare Disclosure/Information Exhibit Form "B-1" ~Expected Arrival Date: _____

If mare is bred at the farm; the balance of the breeding fee \$ _____ as set forth above and the accrued board, veterinary expenses, mare care, farrier expenses, and other related charges shall become due and payable prior to pick up of Mare or delivery of the Mare to Mare Owner. Farm shall have a lien against the Mare, any Foal at side and the produce of the mating which is the subject of this Agreement until such time as any and all charges are paid in full; said lien shall survive any transfer of possession. Mare Owner agrees to pay all charges when due and should Mare Owner fail to do so, Farm entitled to recover any costs, interest, expenses and attorney's fees expended in collection.

Mare Bred Via Frozen Semen—Completed Frozen Semen Addendum "C" ~ Expected Shipping Date: _____

Shipped Cooled Semen: Collection/Shipping days are Monday, through Friday. Saturday and Sunday collections will be charged an additional fee. 24 hour notice prior to Collection/Shipping date is required. Mare Owner agrees to pay all applicable fees as set forth in the Shipped Cooled Semen Agreement, prior to shipping. Mare Owner further agrees to satisfy any deposit/late fees associated with an Equitainer, if used. NOTE: Maiden and/or Barren mares must supply farm with copy of the following reproductive tests: 1) Negative Uterine Culture, 2) Equine Cytology with Sensitivity prior to first semen shipment. If mare does not have these tests, and a shipment is made ~ a second cycle shipment WILL NOT be made until lab results are received. Further, if multiple shipments do not result in pregnancy, Farm may require Mare Owner to provide satisfactory results of a Biopsy from said Mare. Addendum "A" must be completed.

Mare Care and Board: Mare Owner hereby states that he/she has inspected the premises of the breeding facility, including the facilities in which the mare is to be kept and is satisfied with their condition, upkeep and safety. Mare Owner agrees that the standard of care to be imposed upon Farm is that of ordinary care of a prudent horse owner and not that of compensated Bailee.

Mare Owner agrees to provide Farm with a reasonable and sufficient opportunity to settle Mare, at least two heat periods, or being certified in foal by Farm's veterinarian. In the event Mare Owner does not leave the mare at the breeding facility for thirty days following last breeding for purposes of a pregnancy test, mare owner assumes all responsibility for pregnancy testing. Mare owner agrees to have said Mare pregnancy checked within forty-five days from the date of last breeding and provide said information to Farm within five days from the date of said pregnancy check.

Mare Owner shall be invoiced at the first of each month for all mare care charges including but not limited to veterinary services, farrier services, special dietary services as well as board expenses. Said invoices are to be paid in full and received by the Farm by the 20th of the month. Farm reserves the right to impose, after ten days from the date payment is due, a late fee of 18% per annum on all unpaid sums. In addition, Stallion Owner reserves the right to withhold issuance of a Stallion Service or Breeder's Certificate applicable to the breeding before mentioned until Mare Owner is current on all payment obligations to Stallion Owner/Farm.

Mare Owner Warrants: Mare Owner agrees to submit a completed Mare Disclosure Form – Exhibit "B-1" at least five days prior to the mare's arrival on the premises of the breeding facility. Mare/Mare and foal is, to Mare Owner's knowledge, free from transmittable illnesses or diseases. Mare shall be halter broke and reasonably safe for handling and breeding. Rear shoes shall be removed. Mare Owner agrees to furnish a current negative COGGINS TEST prior to mare's arrival at the breeding farm. All Mares shall be accompanied upon arrival by a health certificate indicating a current vaccination for RHINOPNEUMONITIS, INFLUENZA, TETANUS TOXOID, STREPTOCOCCUS EQUI (Strangles), RABIES, WEST NILE, and EASTERN/WESTERN (Encephalomyelitis). Mares not accompanied by said certificate will be vaccinated shortly after arrival at Farm at the expense of Mare Owner. Mare Owner understands and agrees that upon arrival at the breeding facility, the Mare will be examined by a licensed veterinarian selected by Farm, and initial reproductive tests such as Culture, Cytology with Sensitivity will be performed at Mare Owner's expense; unless satisfactory test results performed within 21 days of Mare arrival are provided by Mare Owner. Mare Owner authorizes Farm, to engage performance of such veterinary services, (such as pregnancy testing, palpation, suturing, etc.) as Farm or its Veterinarians may deem reasonably necessary for the proper treatment, care and protection of the mare and/or foal at side. Mare Owner also acknowledges that Farm will/may perform certain customary and ordinary procedures under guidance of veterinarian and/or that some reproductive procedures will/may be performed by Farm staff under supervision at direction of Farm veterinarian. All veterinary procedures are to be done at the Mare Owner's expense and will be billed and payable as above described.

Live Foal Foal Guarantee: This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus/foal, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege in the current season (2009) or the following breeding season (2010). Substitution of Mare will be allowed.

In the event of the death of the above-named Stallion, this contract shall become null and void. Breeding fee less the non-refundable booking fee shall be refunded to Mare Owner if the Mare has not been bred. In the event of the Stallion's death prior to the delivery of a live Foal, the live Foal guarantee as above described shall become null and void. If the Mare is bred, but does not produce a live Foal in the subsequent year; evidenced by a sworn statement from licensed veterinarian, the breeding fee less the non-refundable booking fee will be refunded. Mare owner shall have the option of using frozen semen if it is available, to complete the contract. Should the Mare die or become unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute Mare to the Stallion, or, a transfer of the breeding may be allowed at the sole discretion of the Farm/Stallion Owner. No refunds shall be permitted. No other fees or charges are refundable except as described in this paragraph. . No fees related to board or settling the mare are refundable.

General Conditions: It is understood that the breeding season for Farm commences on February 1 of the calendar year and terminates September 30 of the same calendar year. Mares who do not come into season or are not settled within said breeding season, or abort, as above-described shall be carried over to the following year. There will be a \$250.00 rebreed fee for the following year. Mare Owner agrees to pay applicable mare care, veterinary, farrier, etc. fees in effect at the time. In the Re-Breed Year, if Mare is sent to the farm to breed, a \$250.00 fee will be charged. There are no free shipments in the rebreed year.

Farm shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the Mare and/or Foal at side, or any other cause of action whatsoever arising out of or connected in any way with the breeding or boarding of the Mare and/or Foal. Mare Owner fully understands that Farm does not carry any outside horses in its possession, custody or control for breeding and boarding on any public liability, accidental injury, theft or equine mortality insurance, and that all risks connected with the breeding and boarding of the mare or mares and/or foals are to be born by the Mare Owner or Owners. Mare Owner agrees to disclose this entire agreement to Mare Owner's insurance company and provide Farm with the company's name, address and policy number. Failure to disclose insurance information shall be at Mare Owner's risk.

In the event of colic or life threatening illness of the Mare and/or Foal, all means available will be utilized to save said Mare/Foal unless otherwise specifically instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith. Mare Owner must waive/exclude specific veterinary care in writing on Horse Information Sheet addendum to this breeding contract.

Mare Owner agrees to hold Stallion Owner/Farm harmless if Mare does not settle.

Inherent Risks and Assumption of Risk. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

Indemnification. Mare Owner shall be solely responsible for all acts and behavior of Mare at all times while this Agreement is in effect. In no case shall Stallion Owner/Farm and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on behalf be liable for the acts and behavior of Mare unless they directly caused the injury due to gross negligence or willful and wanton misconduct on their part in breeding, handling, and/or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Stallion Owner/Farm harmless against all damages sustained or suffered by any third person [not a party to this Agreement, including but not limited to Mare Owner's guests, visitors at *Equine Reproduction Services*, etc. that were caused by the acts of the Mare, or her Foal.

Release/Hold Harmless. Mare Owner agrees to hold harmless and release Stallion Owner/Farm and their respective agents, employees, representative, assigns, affiliated person, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of *Equine Reproduction Services*, unless Stallion Owner/Farm caused the injury, damage or loss intentionally or in reckless disregard for the safety of the Mare Owner.

All action with respect to this agreement will be instituted in a court sitting in Marion County and the Mare Owner 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.

WARNING-UNDER FLORIDA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

This contract represents the entire agreement between the parties and is not assignable by Mare Owner without written permission of Stallion Owner/Farm. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. 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. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Addendum "A" ~ Terms & Conditions for Shipped Cooled Semen Executed & Attached; Date: _____

Exhibit "B-1" ~ Mare Disclosure Form for Breeding at the Farm Executed & Attached; Date: _____

Addendum "C" ~ Terms & Conditions for Shipped Frozen Semen Executed & Attached; Date: _____

Additional Terms and Conditions: Balance due in seven days hence, when foal stands and nurses.

MARE OWNER/LESSOR (Please Circle One):

Agent for **KID EASY BAR** Date Name: Karen Berk, dba Equine Reproduction Services

Farm Name: ERS Stallion Station

PH: 352-465-8881 FAX: 352-465-8489 Address: 10965 SW 121st Ave. Rd. Dunnellon, Florida 34432

Owner: Karen Berk

Agent for Mare Owner (If Applicable):

Agent Name:	Day/Work Phone:
Agent Address:	Evening/Home Phone:
	Fax No.: Cell Ph:
	E-Mail:
Agent Daytime Phone:	Website:
Agent Evening Phone:	Mare Owner/Lessor AQHA ID #
Agent Fax:	Mare Owner/Lessor SS #

NOTE: If Mare is Leased: Or, Federal Tax ID#

A Copy of AQHA Lease Agreement MUST be Attached. *****

*****Mare Owner/Lessor Signature & Date