

HES SUDDENLY FAMOUS

GEORGE & REBECCA MAURER

Famous Horse Farm

HES SUDDENLY FAMOUS

SHIPPED SEMEN BREEDING CONTRACT

This agreement is made this ___ day of _____, 2012, by and between George and Rebecca Maurer, Stallion Owner; Abrahams Equine Clinic (AEC), Stallion Manager and:

Mare owner: _____

Address: _____

Tel: day _____ eve: _____ mobile: _____

Name of Mare: _____ Reg #: _____

Color: _____ Age: _____ Breeding status: _____

Name & address of any other person having ownership in mare: _____

ATTACH COPY OF REGISTRATION PAPERS WHEN RETURNING CONTRACT

1) This certifies that a breeding contract exists for the 2012 season, between the above mentioned Mare and the Stallion, HES SUDDENLY FAMOUS, for a fee of \$ _____, including a live foal guarantee. A "live foal" is one that is able to stand and nurse (or be hand fed), for a period of 72 hours, provided the death is not due to accident unrelated to the foaling. All fees, charges and deposits due to the Stallion Owner and/or AEC, must be paid before delivery of the semen. This contract shall become void if not completed and returned within 30 days of date listed above.

The booking/stud/chute fee is payable to HES SUDDENLY FAMOUS, as follows:

\$ _____: Non-refundable booking fee, due upon signing this contract

\$ _____: Balance due before shipment of semen.

OR

\$ _____: Chute fee for Futurity breedings

2) Other fees payable to Abrahams Equine Clinic, as follows:

\$175 per shipment for semen pickup from AEC; or

\$250 per shipment for FEDEX delivery (includes collection/Fedex fee); or

\$375 per shipment Counter to Counter (includes collection/airline fee/courier)

Mare Owner is responsible for returning the container to AEC within 5 days after receiving.

3) Stallion Manager will make every attempt to satisfy all breeding commitments for each breeding session. Therefore, it is imperative that proper notice be given to Stallion Manager, when semen is needed. Contact Stallion Manager on the first day of the Mare's heat cycle, then give daily reports once Mare Owner's veterinarian begins the daily palpations. Mare Owner or their veterinarian must give 24 hour notice when semen is needed. Priority will be given to mares at AEC and all other transport semen breedings with the most advanced notice. Collection days are Monday, Wednesday and Friday.

4) Said Mare shall be healthy, in sound breeding condition and current on all vaccinations and deworming, prior to breeding. The designated veterinarian must examine the Mare within 30 days prior to the shipment of semen, to certify that she is free from infection and in good breeding condition.

5) The stallion Owner and AEC assume all responsibility only to deliver live semen in viable condition at the time of delivery to the Mare Owner's farm or the designated veterinarian. Neither Stallion Owner or AEC assumes liability for injury or death to the Mare or any person associated with Mare Owner.

6) The designated veterinarian must examine the Mare for pregnancy, via ultrasound, between 14-18 days post ovulation. If the Mare is not pregnant, AEC must be notified immediately to arrange for additional shipments of semen and payment of an additional shipment fee (\$250). All ultrasound examinations confirming pregnancy

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status must be reported to Stallion Manager.

7) Should the Mare fail to conceive after reasonable breeding attempts, Mare Owner can substitute an approved mare during the current season or the following season, provided all rebreeding fees are paid (as stated in section 2). If the Mare Owner chooses to use the breeding the following year, there will be a \$250 rebreeding fee payable to HES SUDDENLY FAMOUS, plus the collection/shipment fee to AEC. Futurity rebreeds will be honored for the following year only. Eligibility on Futurity rebreeds may not apply, contact Futurity association for status.

8) If the Stallion is unable to service the Mare at any time, for any reason including death, illness, accident or change of ownership, this contract will become void. If all fees have been paid, the Mare Owner may breed to an approved Reichert owned stallion, for up to one year. No refunds of the stud fee will be made.

9) This contract is not transferable and Mare Owner may not assign any rights or delegate any duties without the written consent of the Stallion Owner.

10) Pregnancy status must be reported to Rebecca Maurer by September 1 of the breeding year, or the mare WILL NOT be listed on the stallion report. Report filing after that date, mare owner is responsible for late filing fee/addition of mare to report.

11) Any unpaid fees, including but not limited to stud fee, collection fees and/or shipping fees will be charged interest at the rate of 1.5% per month, or the highest legal rate, on all balances unpaid for thirty (30) days. Breeders Certificate will not be released until all related payments have been received.

12) In the event a dispute between the parties hereto, arising out of this contract, is submitted to a court of competent jurisdiction, to arbitration, to mediation or to any combination thereof for resolution, the prevailing party shall be entitled to all cost of such proceedings, including attorney fees. This contract shall be construed according to the laws of Iowa County, in the State of Iowa, to the exclusion of the laws of any other jurisdiction.

13) The breeding season in force for this contract shall begin Feb.1 and close July 1 of the year covered by the contract.

14) When the above named Mare Owner signs and returns a signed copy of this contract to the Breeder, it will be a binding contract, on both parties, subject to the terms and conditions.

Read and agreed this _____ day of _____, 2012.

Mare Owner

George and Rebecca Maurer

Date

20517 N. Sandpiper Dr

Spirit Lake, IA 51360

605.695.2574

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