

HES SUDDENLY FAMOUS

GEORGE & REBECCA MAURER

Famous Horse Farm

HES SUDDENLY FAMOUS

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. This contract shall become void if not completed and returned within 30 days of the 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 at 45 days pregnant or upon departure of Mare from AEC

OR

\$ _____ : Chute fee for Futurity breedings

2) Additional fees and services payable to Abrahams Equine Clinic, as follows:

\$150 one time handling fee (includes all collection and inseminations) payable upon delivery of mare.

\$15 per day/dry \$17 per day/with foal at side

A separate mare boarding agreement may be required by AEC.

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

4) Said Mare shall be healthy, in sound breeding condition and current on all vaccinations, deworming and with a negative Coggins test within 6 months, prior to arrival. Proof of vaccinations and deworming shall be given to AEC upon arrival.

5) It is agreed, that the decision of the Stallion Manager as to acceptability of Mare for breeding, is final and may be exercised without recourse, at any time. No mare will be accepted if unruly or not properly halter broke.

6) Neither party is in any way responsible for accident, injury, disease or death to the Stallion, Mare and /or foal at the side of Mare, or to any persons associated with each, while on AEC premises, or during transport to or from AEC.

7) 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.

8) 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. 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 all current

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handling and boarding fees at AEC. Futurity rebreeds will be honored for the following year only. Eligibility on Futurity rebreeds may not apply, contact Futurity association for status.

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) Mare Owner agrees that all outstanding balances due for the stud fee, board, veterinary care, farrier work and all other fees shall be paid prior to the release of the Mare. Any unpaid balances over 30 days will be charged interest at the rate of 1.5% per month, or the highest legal rate. Breeding certificates will not be issued until all related payments have been received.

12) If Mare departs AEC prior to being confirmed in foal, Mare Owner agrees to have their veterinarian perform the recommended ultrasound on the specified date. Stallion Manager will be notified immediately, as to the results of the ultrasound examination(s).

13) A breeder's certificate will be issued to the Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.

14) 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 Dickenson County, in the State of Iowa, to the exclusion of the laws of any other jurisdiction.

15) 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
20517 N. Sandpiper Dr
Spirit Lake, IA 51360
605.695.2574
Fax: 866.519.6185

Date