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BREEDING CONTRACT

STALLION SERVICE FOR TRANSPORTED SEMEN

Stallion Name: **MASQUERADE PA** Registration #: **0594874**

Mare Name: _____ Registration #: _____

Mare's DOB: _____ Breed: _____

Today's Date: _____ Mare to be bred during the _____ (year) breeding season.

THIS BREEDING MUST BE USED BY THE END OF THE _____ (year) BREEDING SEASON.

This agreement is between Garlands, and;

Name (hereinafter referred to as "Client") Farm Name Phone #

Address City/State Zip Work Phone #

Client's Veterinarian Phone #

Veterinarian's Address City/State Zip

Number of Breedings Purchased: _____

This contract is _____ of _____ Breeding contracts.

Client is/is not eligible for the Multi-mare discount.

Other mare(s) in Multi-mare group:

Name: _____ Reg. #: _____

Name: _____ Reg. #: _____

Name: _____ Reg. #: _____

Special conditions of this Agreement are as follows: _____

This breeding is not transferable to another person and must be used for the breeding specified in this contract. (Mare can be substituted with approval). Should the breeding be held over for any reason, all customary fees shall apply, PLUS an additional administrative and handling fee of \$150.00 which is to be paid to Garlands prior to the re-breeding of the mare.

Breeding Fee: \$2000.00 is payable as follows: a non-refundable booking fee of \$500.00 will be paid in advance to reserve the breeding. The balance of \$1500.00 will be paid before semen is shipped unless other arrangements have been made with Garlands.

Equitainer Fees: Client is responsible for the shipping charges for the delivery of the equitainer and for the return of the equitainer.

Equitainer Liability: If equitainer is not returned to Garlands within 7 working days from Client's receipt of said equitainer, Client's account will be charged \$10.00 per day late fee. If the equitainer is not returned to Garlands within a 3 (three) week period, Client will be charged \$500.00.

Transportation Fees: All overnight express shipping fees for the shipment of equitainers will be charged to the Client and due upon receipt. A 10% late charge will be added after 30 days. If it is necessary to ship semen counter to counter via the commercial airlines, the Client will be charged an airport courier fee of \$100.00 per shipment in addition to the cost of the airline ticket.

Lab Fee and Deposits: A Lab fee of \$200.00 for the first cycle will be due prior to the semen shipment. Additional semen shipments thereafter will be \$200.00 per cycle.

Successful Pregnancy: It is understood by both the Client and Garlands that final responsibility of a successful pregnancy, using transported semen, lies with the Client and his/her veterinarian. However, in the spirit of achieving a successful pregnancy, Garlands will offer all of its expertise and the following options. If, after breeding through 3 (three) heat cycles, the mare fails to conceive, the Client shall have the reproductive status of the mare re-evaluated and consult with Garlands and jointly decide to:

- a) Continue breeding
- b) Select a substitute mare and continue breeding
- Or
- c) If, after a continuous breeding attempt, a successful pregnancy has not been achieved by August 1st, the Client may choose to carry the breeding over to the following year. An additional administrative and handling fee of \$150.00 shall apply.

If Client discontinues breeding and does NOT exercise any of the above options, all fees and deposits previously due and payable will be forfeited by Client. There will be no cash refunds and all re-breed rights will be forfeited.

Live Foal Guarantee: Should the mare abort or the foal fail to stand and nurse, it is the responsibility of the Client to inform Garlands in writing, certified by a veterinarian, within 10 (ten) days of the event. In either case, Garlands agrees to re-breed the mare as soon as she is fit. There will be no additional breeding fee for a re-breed, but all other transported semen fees, including administrative and handling fees will apply. The Client agrees to keep said mare in good physical condition throughout her pregnancy, vaccinate for Rhinopneumonitis at 5, 7 and 9 months of pregnancy and de-worm on a regular basis. If these normal health care practices are not performed, all re-breeding privileges and breeding fees paid will be forfeited. Any deviation from these procedures could result in forfeiture of all breeding fees paid, and the right to a signed Stallion Service Certificate for Client's foal. Furthermore, any attempt to obtain a pregnancy with transported semen in any mare other than the mare described in this contract, will result in the same

forfeiture.

Condition of Service Contract: The Client understands and accepts the terms of this Agreement. The Client understands that certain fees must be paid **BEFORE** semen will be transported, as outlined in this Agreement. The Client understands that the Stallion Service Contract must be signed and returned **BEFORE** semen is shipped. The Client understands that the mare must be examined by a veterinarian using ultra-sound scan at 16-20 days post-breeding. At this time, if the mare is in foal, Client must inform Garlands of the situation and schedule a second ultra-sound scan for 32-35 days post breeding and a palpation between 50-55 days post-breeding to status at the first ultra-sound scan. If mare is not in foal, Client must notify Garlands immediately so we know that the mare will be needing semen. The Client understands that it is essential to call Garlands at the beginning of the mare heat cycle, so that Garlands may advise Client of the days in which the stallion will be collected.

Requests for semen shipment must be made by 9:00AM EST or sooner on the day semen is to be shipped. If you need semen to arrive on a Saturday, you must order it no later than Friday morning at 9:00AM EST. Garlands may refuse to ship semen to Client, at any time, if these procedures are not followed.

IMPORTANT: Client understands that this breeding must be used within 3 (three) breeding seasons from the date the breeding is booked. If the breeding is not used within 3 (three) breeding seasons, Client will forfeit all rights to the breeding. All monies paid to Garlands for the breeding are non-refundable. Extensions of time may be granted to the Client under special circumstances.

Release of Liability: Client fully understands, authorizes and assumes the special risks inherent in breeding Arabian Horse with the use of transported semen. Client also understands the risk of failure due to many variables and unknown causes and shall hold Garlands and the stallion owner harmless from any losses suffered due to any unsuccessful attempt at conception. Client further understands that the costs of such setbacks are considered part of the "normal risk and cost of doing business and breeding Arabian Horses" and shall further hold Garlands and the stallion owner harmless from any such claims whether ordinary, special, incidental or consequential. This Stallion Service Contract for breeding by transported semen may not be assigned or transferred to another person, or to another mare without prior written consent of Garlands.

Payment Agreement: Client agrees to pay all fees specified in the Stallion Service Contract. Payment in excess of 10 (ten) days late will be subject to a \$10.00 (ten dollar) daily late charge. Clients whose payments are in excess of 30 (thirty) days past due shall be in breach of contract. Upon said breach of contract by Client, Garlands shall cease all further services, and retain all funds received to date as liquidated damages. Said damages will include costs of collection, bookkeeping, lost interest and other such damages.

Breach of Contract: Should one party breach this contract for transported semen, the breaching party shall be responsible for all attorneys' fees and their expenses related to such breach.

Lien: Client grants to Garlands a lien upon and security interest in any foal produced by a breeding at Garlands to secure all obligations and amounts due or any contract with Garlands or its affiliates. Garlands may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it is believed that the foal is kept, or in which the Client resides. When so filed, the copy will be effective as a financing statement as well as the security agreement. If, at any time, the Client's balance is unpaid for 30 (thirty) days or more, or Client is otherwise in default on this or any other contract with Garlands or any of its affiliates, Garlands may withhold the Transported Semen Stallion Service Certificate that is required for registration of the foal.

Acceptance: This contract for transported semen is not effective until approved and executed by Garlands.

Garlands reserves the right to reject any mare at its sole discretion.

Venue: The terms of this contract and disputes developing thereunder shall be enforced and construed in accordance with the laws of the state and county wherein Garlands is located, and the undersigned hereby submits themselves to the jurisdiction of the courts where Garlands is located.

Client

Garlands

____/____/____
Date

____/____/____
Date