

River Oaks Farm, LLC
Breeding Contract ~ Lexington ~ 2016

This contract is entered into on the _____ day of _____, 2016, between River Oaks Farm LLC, 603 Purvis Road, Seville, Florida ("Stallion Owner/Agent") and _____ ("Mare Owner") for the 2016 ("Contract Year") breeding season. (Breeding season begins March 1st and ends September 1st of the Contract Year.)

Mare owner will breed the following mare: _____

Breed, Height, Color: _____

Registration #: _____ Foaling Date/DOB: _____

to Lexington ("Stallion") standing at River Oaks Farm LLC, and to pay the Stallion Service Fee and Booking Fee, together with any other expenses herein, including but not limited to additional fees for collection and shipping of semen.

♦ **Booking and Stallion Service Fees (payable to Stallion Owner/Agent):** The Stallion Service Fee includes a non-refundable Booking Fee of \$300 to reserve a breeding for the Contract Year. Mare Owner agrees to pay the following Stallion Service Fee (including the non-refundable Booking Fee of \$300):

- \$ _____ Stallion Service Fee (including \$300 non-refundable Booking Fee)
- \$ _____ Stallion Service Fee, discounted for Warmblood, FSA Friesian Sporthorse, Friesian, or Thoroughbred mares (including \$300 non-refundable Booking Fee)
- \$ _____ Early Booking Discount (includes \$300 non-refundable Booking Fee? Yes No)
- \$ _____ Internet/Website Special (includes \$300 non-refundable Booking Fee? Yes No)
- \$ _____ Other Special (includes \$300 non-refundable Booking Fee? Yes No)

before semen is shipped and the mare is bred. (All fees are in USD.) Breeding fee is only paid for the above mentioned mare. Multiple pregnancies are prohibited. In the event that another mare is inseminated and a foal results; an additional full Stallion Service Fee and Booking Fee will be due and payable to the stallion owner/agent.

♦ Mare will be bred via shipped semen only, **additional charges relating to collection, shipping, and container deposits must be paid in full prior to shipment of semen.** The cost for the collection and shipping of the initial shipment of semen is \$275, plus a refundable container deposit of \$50, payable to the stallion owner/agent. (All fees are in USD.)

♦ Equitainers are available for an additional charge of \$50/shipment (to cover additional shipping fees), plus a refundable deposit of \$400.

♦ Semen will be collected/shipped on weekdays. (Additional charge of \$75 for Friday shipments.) Stallion owner/agent must be notified by telephone by 12 noon EST the day prior to collection/shipping. Late orders will be subject to additional fees ranging from \$25-\$75, and we cannot guarantee late orders can be accommodated (please see website for details.) There will be occasional dates when Lexington may be unavailable for collection, these will be listed on our website.

♦ In the event a second collection/shipment of semen is required, the cost will be \$325, payable to the Stallion Owner/Agent prior to collection/shipment of semen. Any further collections/

Mare owner initial _____ Stallion owner initial _____

shipments will be \$375 per collection/shipment payable to Stallion Owner/Agent prior to collection/shipment of semen.

- ◆ Mare owner agrees to fill out and return the Insemination Verification form to the Stallion Owner/Agent, with original signatures, following each shipment of semen. Shipping container must be returned promptly. Containers not received within 7 days will be charged \$10/day rental (\$30/day rental for the Equitainer.)

- ◆ This contract is for 2016. If the mare is not bred in 2016 this contract becomes null and void and no fees or monies will be refunded to the Mare Owner.

- ◆ Live Foal Guarantee: This contract is a "live foal" contract. A "live foal" is 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 week from the date of death of the fetus/foal; or in the alternative, a sworn statement (in writing) from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown, within one month of the mare's expected foaling date. If the foal is born dead, or if the mare does not otherwise carry to term, or if the mare fails to become pregnant, there shall be a return privilege for the following breeding year (2017). At the close of that breeding season this Breeding Contract becomes null and void and no refunds will be given to the Mare Owner and no rebreeding will be offered. Or if this mating still has not resulted in a "live foal" and/or the mare still has failed to become pregnant in 2017, the Mare Owner may opt to pay the applicable Booking Fee and extend this contract to include a return privilege for another year (thru 2018). At the close of that breeding season this Breeding Contract becomes null and void and no refunds will be given to the Mare Owner and no rebreeding will be offered. In the event of the death of the Stallion, this contract shall become null and void and the Stallion Service 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 after the mare has been bred but prior to the delivery of a live foal, the live foal guarantee shall become null and void. Should the mare die or become unfit to breed prior to breeding, Mare Owner shall be allowed to breed a substitute Mare to the Stallion, at the Stallion Owner's discretion. No refunds shall be permitted. No other fees are refundable except as described in this paragraph. No fees related to collection, shipping, or settling the mare are refundable. Collection and shipping fees may fluctuate from one year to the next. Mare Owner agrees to pay the collection and shipping fees which are current for the year the mare is bred. Collection and shipping fees outlined in this contract are only guaranteed for the 2016 breeding season.

- ◆ Mare Owner agrees to take proper care of the pregnant mare, including proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations customary in the mare's geographical area, and proper intervention during foaling if necessary. The mare must also be vaccinated against Rhinopneumonitis on the 5th, 7th, and 9th month, as verified by a licensed veterinarian, or the live foal guarantee shall not apply and the Mare Owner will not be entitled to any rebreeding, refunds, or credits of any kind.

- ◆ Mare Owner certifies that attending veterinarian is experienced in or familiar with artificial insemination, and practices equine reproduction as a regular part of the practice.

- ◆ A Breeder's Certificate will be issued when the Mare Owner notifies Stallion Owner/Agent of the birth of the foal, and only after payment of all bills due on the Mare has been received, and

Mare owner initial _____ Stallion owner initial _____

only if the Insemination Verification form(s) and Pregnancy Confirmation form(s) have been returned to Stallion Owner/Agent.

- ◆ Insemination Verification form (s) and Pregnancy Confirmation form (s) must be returned to Gigha Steinman (Stallion Owner/Agent), according to the instructions therein, or this contract becomes null and void and no fees or monies will be refunded to the Mare Owner.
- ◆ Mare Owner agrees to hold Stallion Owner/Agent harmless if Mare does not settle.
- ◆ This agreement constitutes the entire agreement between the parties; any amendment to or modifications of the terms of this agreement must be in writing. Failure of Mare Owner to adhere to the terms of this contract will make this contract (including the Live Foal Guarantee) null and void, and no fees or monies will be refunded to the Mare Owner.
- ◆ This contract shall not be transferable by Mare Owner without prior written consent of Stallion Owner/Agent.
- ◆ Container deposits will be refunded via check within 14 days of receipt of the container by River Oaks Farm LLC. Container must be undamaged, and with appropriate components included. Containers not received within 7 days will be charged \$10/day rental (\$30/day rental for the Equitainer.) Container deposits will not be refunded if the container is not received by River Oaks Farm LLC within 21 days.
- ◆ Should it be necessary for Stallion Owner/Agent to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, Mare Owner shall pay all reasonable attorney's fees, costs of suits, and other expenses related to enforcing this agreement. All action with respect to this agreement will be instituted in a court sitting in the county of the Stallion Owner/Agent's choosing, 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.
- ◆ *Make checks payable to: **River Oaks Farm LLC, 603 Purvis Road, Seville, FL 32190.** (US funds only.)*

Stallion Owner/Agent:

River Oaks Farm, LLC
603 Purvis Road, Seville, Florida 32190, phone: (386) 717-0852

Stallion Owner or authorized River Oaks Farm LLC Agent Signature

Date

Mare Owner:

Owner/Lessor (please circle) *If lessor, a copy of the lease agreement must be attached.*

Print Name: _____

Address: _____

Telephone: _____ Email: _____

Mare Owner/Lessor Signature

Date

Witness Signature

Date

Addendum attached No addendum attached

Mare Information Sheet sent with this contract (fill out and return with contract)