

**River Oaks Farm, LLC
2015 Breeding Contract ~ Lexington**

This contract is entered into on the _____ day of _____, 20____, between Gigha Steinman, River Oaks Farm LLC, 603 Purvis Road, Seville, Florida ("Stallion Owner/Agent") and _____ ("Mare Owner") for the 2015 breeding season, beginning March 1st and closing September 1st 2015.

Mare owner will breed the following mare: _____

Breed, Height, Color: _____

Registration #: _____ Foaling Date/DOB: _____

to Lexington ("Stallion") standing at River Oaks Farm LLC, and agrees 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.) All Stallion Service Fees include a non-refundable Booking Fee of \$300 to reserve a breeding for the current year. Mare owner agrees to pay a **Stallion Service Fee** (including the non-refundable Booking Fee) of:

- \$1500 (2015 Stallion Service Fee, including \$300 non-refundable Booking Fee)
- \$1250 (2015 Stallion Service Fee including \$300 non-refundable Booking Fee; discounted for Warmblood, FSA Friesian Sporthorse, or TB mares)
- \$_____ 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.

♦ This is a contract for shipped semen. **All 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 \$300, 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 based on his show schedule, 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 collection/shipments will be \$350 per collection/shipment payable to Stallion Owner/Agent prior to collection/shipment of semen.

Mare owner initial _____ Stallion owner initial _____

- ◆ 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. Equitainers must be returned promptly. Equitainers not received within 7 days will be charged \$30/day rental.
- ◆ 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 season (2016). If this mating still has not resulted in a “live foal” and/or the mare still has failed to become pregnant, the Mare Owner may opt to pay the applicable Booking Fee for 2017 and extend this contract to include a return privilege for the 2017 breeding season. At the close of the 2017 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 or sale 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 or sale 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 2015 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 the 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 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.

Mare owner initial _____ Stallion owner initial _____
2015 Breeding Contract ~ pg. 2 of 3

- ◆ This contract shall not be transferable by Mare Owner without prior written consent of Stallion Owner/Agent.
- ◆ Equitainer deposits will be refunded via check within 7 days of receipt of the Equitainer by River Oaks Farm LLC. Equitainer must be undamaged, and with appropriate components included. Equitainers not received within 7 days will be charged \$30/day rental. Deposits will not be refunded if the Equitainer 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 agrees to 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 Rd, Seville, FL 32190. (US funds only.)*

Stallion Owner/Agent:

Gigha B. Steinman ~ River Oaks Farm, LLC
 603 Purvis Road, Seville, FL 32190, phone: (386) 717-0852

_____ Date
 Stallion Owner/Agent Signature

Mare Owner:

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

Print Name: _____

Address: _____

Telephone: _____ Email: _____

_____ Date _____ Date
 Mare Owner/Lessor Signature Witness Signature

Addendum attached No addendum attached

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