

Rancho Jasmir
2010 BREEDING AGREEMENT

Ultimo RRL, Cremello Lusitano Stallion registered with IALHA

The above Stallion is approved for Pure Bred and Cross Breeding by their IALHA, see www.ialha.com for more information.

One Mare Per Agreement

This agreement is entered into as of _____, 20____ between Ali Leon (STALLION OWNER) and _____, herein referred to as MARE OWNER.

hereby agree to bred the following Mare Name _____

Mare Registration Breed and Number: _____

to the stallion: _____, registered with _____ organization, owned by Ali Leon (hereinafter referred to as STALLION OWNER), during the 2010 breeding season. In consideration for this breeding MARE OWNER agrees to pay the stud fee of \$_____ dollars, U.S., in full, in advance, as well as any additional charges involved for shipping, Equitainer, mare care, veterinary care, collection and insemination as specified in the current fee schedule attached hereto and by reference incorporated herein. Of the \$_____ fee, \$250.00 shall be considered the booking fee. The booking fee is non-refundable. MARE OWNER must pay a booking fee in advance to reserve semen for the breeding season. MARE OWNER understands they must return one signed and dated copy of this contract, the attached MARE ID form, and the stud fee, to Ali Leon to initiate this contract. Return of the booking fee alone shall act as a deposit on semen until other documents and the remaining fees are paid.

1. STUD FEE: In consideration for this breeding MARE OWNER agrees to pay the stud fee of \$_____ dollars, U.S. which sum includes the booking fee set forth below, in full, in advance. Stud fees are due and payable fifteen (15) days before any collection/insemination. (MARE OWNER is responsible for any applicable sales tax).

2. **BOOKING FEE:** MARE OWNER shall pay the sum of \$250.00 as a booking fee upon execution of this agreement. The booking fee is non-refundable. MARE OWNER understands they must return one signed and dated copy of this agreement with a copy of the Mare's Registration Certificate or **signed and dated letter from MARE OWNER stating MARE has no Registration Certificate**, the stud fee, and any applicable deposits to Ali Leon before STALLION OWNER is obligated to perform under the terms of this agreement. Return of the booking fee alone shall act only as a deposit on semen for the single breeding season represented by this agreement. Failure to pay the remaining fees prior to insemination terminates all obligations of STALLION OWNER under this contract. There is no carry forward of unused booking fees.

3. **LIVE FOAL GUARANTEE:** STALLION OWNER hereby agrees if the stud fee, and all collection, other costs and deposits set forth herein have been paid in full and replenished as required, and should the Mare named herein as a result of a successful insemination under the terms of this contract, either abort a foal or not deliver a live foal, can stand and nurse, MARE OWNER shall be entitled to additional insemination during the breeding season directly following the season in which the stud fee was paid, if necessary, and then only in the following circumstances:

a. The MARE OWNER to return the completed and signed Veterinary Certificate of Pregnancy Examination within 30 days of the return of the Mare to MARE OWNER verifying the Mare is still pregnant.

b. The MARE OWNER to return the completed and signed Veterinary Certificate of Pregnancy Examination stating the Mare was in foal but became barren during gestation. The Veterinary Certificate of barrenness must be received by Ali Leon within 30 days of the veterinary examination, or

c. The Mare produces a live foal is unable to stand alone and nurse, and the foal subsequently dies, and the MARE OWNER returns the completed and signed Veterinary Certificate to the STALLION OWNER within 15 days of the date of the foal's death which certificate also affirms:

(l) identification of the Mare named herein;

- (ii) verification of the loss of pregnancy or stillbirth;
- (iii) autopsy or other pertinent examination of Mare, foal, and/or placenta with an explanation, if possible, for the abortion, stillbirth, or foal death; and
- (iv) verification, in the veterinarian's best judgment, the Mare was maintained in a reasonable state of health and under reasonable conditions including all vaccinations against Rhinopneumonitis, and monitoring of the Mare around the time of foaling was adequate enough to reasonably detect and attend to any foaling difficulties

An original signed and dated Veterinary Certificate must be on the veterinarian's own stationery, containing the appropriate information as set forth herein is a condition precedent to any further obligations to provide semen herein. STALLION OWNER must receive this certificate within 30 days of the discovery of the Mare's pregnancy loss or foal death.

4. TERM: This Agreement shall terminate immediately upon any one of the following occurrences and STALLION OWNER shall have no further obligations under the terms of this contract:

a. The death of the Stallion named herein. Whereupon, the STALLION OWNER shall have no further obligations unless such death occurs prior to the shipment of any semen pursuant to the terms of this agreement.

b. Once a live foal has been delivered, and said foal can stand and nurse unassisted, this contract has been fulfilled in its entirety by STALLION OWNER.

c. Irrespective of any other provisions set forth herein, any and all obligations of STALLION OWNER under the terms of this contract to provide semen shall terminate after the Mare has been inseminated for two cycles and does not become pregnant or in the case of a loss of pregnancy, or a foal death as set forth above, then this contract shall terminate at either the last day of the second breeding season (the breeding season immediately following the breeding season in which this contract is executed) or after the Mare is inseminated during two breeding cycles during the second breeding season (as defined herein)

5. RETURN OF FEES: MARE OWNER shall not be entitled to a return of any fees paid herein other than unused deposits unless the Stallion named herein dies prior to the collection and

insemination of any semen. Then and only then shall the MARE OWNER be entitled to a refund of all the fees paid. If the Mare to which this contract applies should die or otherwise become unfit for service prior to the first breeding of said Mare then the stud fee, and any deposits or other costs with the exception of the booking fee shall be refunded within 30 days, and this contract shall then become null and void.

6. SUBSTITUTIONS: There shall be no substitutions under this Agreement unless previously agreed with written consent of both the STALLION OWNER AND MARE OWNER.

7. No mare will be bred prior to acceptance of a properly completed and signed contract by STALLION OWNER, including payment by MARE OWNER of the required stud fee and deposits. It is MARE OWNER'S sole responsibility for timely delivery of all documents relevant to this contract to STALLION OWNER, and STALLION OWNER shall not be responsible for any failure of, or delay in, delivery of said documents for any reason whatsoever.

8. No mare will be bred prior to acceptance of a properly completed and signed contract by STALLION OWNER, including payment by MARE OWNER of the required stud fee and deposits. It is MARE OWNER'S sole responsibility for timely delivery of all documents relevant to this contract to STALLION OWNER, and STALLION OWNER shall not be responsible for any failure of, or delay in, delivery of said documents for any reason whatsoever.

9. REGISTRATION: It shall be the MARE OWNER's sole responsibility to inquire with whatever Registry(s) may be utilized in registering any foal or foals resulting from the execution of this contract as to the requirements for registration. To assist MARE OWNER, STALLION OWNER will provide a copy of the Registration papers for the Stallion at the MARE OWNER'S request. However, foal registration will remain the MARE OWNER's responsibility in terms of cost, registry membership and requirements.

10. MARE OWNER is responsible for having their own veterinarian perform a breeding soundness exam on the Mare. The MARE OWNER is solely responsible for a 17, and 45 to 70 day pregnancy examination and the forwarding of results to the STALLION OWNER.

11. This agreement shall be a binding contract upon both parties when signed, and this agreement has been accepted by STALLION OWNER. This contract is then binding upon all heirs and assigns. Any legal action required to enforce the terms of this contract shall be subject to the Laws of the State of California, with venue in Riverside County. The prevailing party in any dispute shall be entitled to all reasonable attorney fees, court costs, and related expenses, as may be awarded by the court. It is agreed the charge for a returned check shall be \$20.00 per incident.
12. This agreement **can not** be assigned or transferred by the MARE OWNER without the STALLION OWNER'S consent.

SECTION II: FOR SHIPPED SEMEN

MARE OWNER and STALLION OWNER agree to the following:

1. It is understood shipped semen is to be used only for the mare specified in this contract. If the stallion should die or become unfit for breeding, the stud fee and booking fee less expenses shall be refunded to the MARE OWNER.
2. Collections will commence every Monday, Wednesday & Friday. Please call Saturday or Sunday for a Monday collection which would be used for Tues or Wed insemination. Call Monday or Tuesday for Wednesday collection which would be used for Thurs or Fri insemination. Call on Wednesday or Thursday for Friday collection which would be used for Saturday or Sunday insemination and before 10 a.m. Pacific Time.
3. The MARE OWNER will be responsible for all costs involved in collection, processing and shipping once an order has been placed. Orders cancelled after the stallion has been collected will be billed to the MARE OWNER.
 - a. Fees for collection and processing are **\$250.00** per collection. Shipping charges will be billed at cost or the use of MARE OWNER's own account will be accepted upon receipt of MARE OWNER's billing information. Rancho Jasmir uses only Federal Express aka FedEx or United Parcel Services. Rancho Jasmir is not approved for Same Day Air. Rancho Jasmir assumes no responsibility for the loss of semen or semen viability caused by any carrier.
 - b. The MARE OWNER is responsible for the return of the Equitainer within five (5) business days after receipt. Equitainers not returned in its original condition will be replaced and billed to the MARE OWNER. The cost of a replacement Equitainer is \$300.00, subject to change without notice. **It is advisable to obtain replacement insurance for the returned Equitainer.** After five (5) days of no receipt of container, the MARE OWNER agrees to pay

STALLION OWNER \$50.00 dollar late fee per day until the container is received. Day one is when the container leaves Rancho Jasmir.

In consideration of the mutual promises contained herein, the parties agree as follows:

4. Semen will only be shipped to MARE OWNERS and/or their veterinarian. The veterinarian must certify only the mare specified in this contract was utilized and all unused semen was destroyed. This contract is non-transferable without prior written approval from Rancho Jasmir/Ali Leon.

5. The mare shall be of healthy and sound breeding condition. A veterinarian health certificate and uterine culture are highly recommended prior to requesting semen. If mare fails to settle in foal after two cycles, STALLION OWNER may require MARE OWNER to obtain, and submit to STALLION OWNER a current reproductive exam/uterine culture and cytology prior to any further shipments.

6. There will be an extra \$50.00 charge for less 24 hour notice. The stud fee is due in full upon execution of this contract. Any balance due the STALLION OWNER regarding collections and shipping will be billed when the service is rendered. Any balance due has not been paid within 30 days is subject to a 10% interest charge on the unpaid balance per month, and/or prorated accordingly.

7. The MARE OWNER shall assume all responsibilities for the condition of the mare and shall bear all risk of loss or damage to the mare including but not limited to, death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination.

Fees associated with the Contract for Shipment of Fresh Cooled Semen, but are not limited to:

Stallion Stud Fee as denoted in Section I of this agreement, which includes booking fee.

Equitainer Deposit: \$300.00 (when the container is return within 5 business days undamaged will be applied to MARE OWNERS final invoice as a credit balance). Mare owner may provide their own Equitainer in which case, an Equitainer deposit is not required.

Rancho Jasmir/Ali Leon will not provide semen in container/carrier that is not industry standard. Acceptable containers for semen transport are Equitainer, and Equine Express.

Collection: Each time the contracted stallion is collected, \$250.00 (Two doses will be provided in one Equitainer)

Shipment Cost: Actual Insurance and Round trip cost of shipping the container which will be at actual cost billed by FedEx, see www.fedex.com or UPS, see www.ups.com. MARE OWNER may provide shipping account number in Exhibit B of this agreement.

The entirety of this agreement includes, section I, II, (total of 9 pages)

I, the undersigned, do hereby certify I am the MARE OWNER named herein, or a duly authorized agent or lessee thereof, and as such have authority to enter into and bound by, this contract, as evidenced by my signature. I also certify I have read and understood the terms of this contract and the fee schedules and I have sought legal advice if I deemed it necessary for clarification.

Signed and dated in good faith

Dated: _____

Dated: _____

MARE OWNER (or agent)

Ali Leon
STALLION OWNER
714-471-0567

Street Address

City, State, Zip .

Phone Number (day)

Phone Number (cell phone)

Phone Number (evening)

IF MARE OWNER IS NOT AVAILABLE, STALLION OWNER MUST BE NOTIFIED AND WILL USE THE EMERGENCY CONTACT

Emergency Contact

Emergency Phone Number

Required information for semen shipping:

MARE OWNER: _____

MARE OWNER/Agent or Lessee if applicable: _____

MARE OWNER Phone: _____ MARE OWNER/Agent Phone: _____

MARE OWNER Cell Phone: _____

MARE OWNER Address: _____

MARE OWNER Agent/Lessee Address: _____

Emergency Contact Information: _____

Mare Name: _____

Breed of Mare: _____

Registration Number and Registry: _____

Attending DVM: _____

Attending DVM Address: _____

Attending DVM Office and Cell Phone: _____

() FEDEX Account Number: _____

() UPS Account Number: _____

Address Semen to be Shipped to: _____

Location if shipment if to be for pickup: _____
