

BREEDING CONTRACT

AGREEMENT, made this _____ day of _____, _____, between :

NAME _____ (hereafter MARE OWNER)

(please print)

ADDRESS _____

CITY/STATE/ZIP _____

TELEPHONE _____

AND

**WILLIAM AND CANDACE SHAUGER
dba GENESIS FARMS (hereafter SIRE OWNER)
2647 TWP RD. 185
JUNCTION CITY, OH 43748**

RECITALS

The MARE OWNER requests breeding of the MARE named herein to the SIRE named herein via fresh-shipped semen breeding, subject to the provisions of this contract. THEREFORE, the MARE OWNER hereby engages the services of SIRE OWNER and in consideration of the mutual promises herein contained, the parties agree as follows:

SERVICES

1. To breed the mare or jennet (circle one) named: _____ (hereafter MARE),
Age _____; Breed: _____; Registration No. _____;
Association _____;
to the jack named **Jarratt's Desert Prince** (hereafter SIRE), N.A.S.M.A. Reg. No. ND0024.

owned by SIRE OWNER, during the 2007 breeding season. In consideration for this breeding, MARE OWNER agrees to pay the stud fee of \$ 700.00 in full in advance, plus \$ 200.00 deposit for semen processing and shipment fees, plus \$ 75.00 deposit on the shipping container. The shipping container deposit shall be refunded upon conclusion of the contract and immediate return of the shipping container. Any fees remaining from the processing and shipping deposit will be returned upon the conclusion of the contract.

TERMS

2. MARE OWNER agrees that one signed and dated copy of this contract, the stud fee, semen processing and shipment fee, and shipping container fee must be submitted to SIRE OWNER to initiate the contract. No semen will be shipped until this term is met.

3. It is hereby understood and agreed that shipped semen shall be sent only to MARE OWNER'S veterinarian:

VETERINARIAN _____
ADDRESS _____

TELEPHONE (24 HOUR) _____

4. MARE OWNER agrees that all inseminations must be preformed by a currently licensed veterinarian with experience in equine artificial insemination. MARE OWNER is solely responsible for having said veterinarian complete and sign the attached Certificate of Insemination and Pregnancy Examination in order to receive a Breeder's Certificate from SIRE OWNER.

5. MARE OWNER acknowledges that the use of semen shipped to the MARE OWNER that is administered to any mare other than the described and authorized MARE of this contract, is considered theft by swindle and is punishable by the laws of the State of Ohio.

6. MARE OWNER agrees that if SIRE is at a show or exhibition when MARE is ovulating, then MARE OWNER shall wait until the next ovulation period for shipment.

7. MARE OWNER agrees to have MARE ultrasounded at approximately fifteen (15) days after she is bred, or palpated at between thirty-five (35) and forty-five (45) days by a licensed veterinarian. Results of findings are to be documented on the accompanying veterinary certificate of insemination and pregnancy exam and forwarded to SIRE OWNER within seventy (70) days of insemination.

8. If MARE should fail to conceive by the second insemination, substitution of a second mare in her place shall be at the sole discretion of the SIRE OWNER.

9. SIRE OWNER agrees that this contract does include a live foal guarantee. Live foal means that the foal shall stand and nurse. It is understood that if the MARE aborts her foal or if it is stillborn, a return breeding will be guaranteed the following year providing the following conditions are met:

- a. The mare must be vaccinated with Pnuemobort-K in the 3rd, 5th, 7th, and 9th months of pregnancy.
- b. Proper notification is given in the form of written certification by a licensed veterinarian within 7 days that the mare has slipped or produced a non-viable foal and that the above conditions regarding vaccination have been met.
- c. A copy of both sides of the MARE'S registration papers must

accompany

return of this contract. (In case of grade mares, a picture and complete description is needed.)

10. SIRE OWNER agrees to refund the stud fee, any remaining semen processing and shipment fee and shipping container fee (upon return of the shipping container), within thirty (30) days of the death of either the SIRE or the MARE, or if either become unfit for service prior to breeding the MARE, by whatever means, and that this contract shall then become null and void. MARE OWNER shall provide a veterinary certificate attesting to the same in order to activate this provision.

11. MARE OWNER does hereby certify that he/she is the MARE OWNER named herein, or the duly authorized agent thereof, and as such has the authority to enter into this contract, as witnessed by his/her signature below. He/She hereby certifies that he/she has read and understood the terms of this contract and the attached schedules, seeking legal advice if necessary to clarify any of these terms.

Executed at _____, Ohio, on the day and year first above written.

MARE OWNER or AGENT **DATE**

SIRE OWNER **DATE**