

Marquee IA

BREEDING AGREEMENT

This agreement, made and entered into this _____ day of _____, 200____, by and between

Name: _____

Farm Name: _____

Address: _____

Telephone: _____ Fax: _____,

Hereinafter referred to as "Mare Owner" and Aurora Arabians (owned by Kevin & Suzanne Winch), hereinafter referred to as "Stallion Owner". Note that all monetary amounts are in U.S. Funds.

WITNESSETH

Whereas Stallion Owner is the owner of the Arabian stallion named **Marquee IA** (AHR*619423) hereinafter referred to as the "Stallion", and whereas Mare Owner has the following ownership rights to the following said mare.

Name of Mare (as on registration papers): _____

AHA#: _____ D.O.B. of Mare: _____

Owner Names (as on registration papers): _____

Whereas, the Stallion will stand at stud for the 2008 breeding season from April 15 to August 15. This period shall be defined as the normal breeding season (hereinafter referred to as the "breeding season"). Any extension of the breeding season for any mare or for any reason shall be at the sole discretion of the Stallion Owner. This breeding must be used during the 2008 or 2009 breeding seasons only.

THE PARTIES HERETO AGREE AS FOLLOWS

FEES:

The Breeding Fee for Marquee IA is \$1000.00. The Stallion Owner hereby grants Mare Owner one season's booking during Mare's breeding period for Stallion's servicing of Mare, and hereby guarantee a live foal pursuant to the LIVE FOAL GUARANTEE section of this agreement.

The Breeding Fee shall be payable as follows:

___ **Option 1:** The total breeding fee of **\$1000.00** is payable upon signing of this contract.

___ **Option 2:** The breeding deposit of **\$200.00** is payable upon signing of this contract.

The remaining **\$800.00** is payable in consecutive monthly installments of **\$100.00** beginning 30 days after the signing of this contract.

___ **Option 3:** Special introductory offer of \$ _____, deposit of \$ _____ payable upon signing of this contract. The remaining \$ _____ is payable in consecutive monthly installments of **\$100.00** beginning 30 days after the signing of this contract. (Please fill in amounts as previously agreed with Stallion Owner.)

All amounts paid by Mare Owner shall be non-refundable, subject to BREEDING or DEATH, EXPORTATION, or INCAPACITY of Stallion sections hereof this agreement.

In addition, the following fees shall apply and are payable prior to shipment(s):

- A \$250.00 refundable equitainer deposit to be held on a credit card (via PayPal). The equitainer deposit will be refunded once the equitainer is received by Stallion Owner or its agent in good condition. The equitainer must be returned to Stallion Owner or its agent within 72 hours of shipment by Mare Owner or Mare Owner's agent. A late fee of \$25/day shall be deducted from the refundable deposit if equitainer is not returned within said time limits.
- A \$250.00 Collection and Semen Handling Fee will be charged per shipment and per Mare. This fee covers collection of Stallion, laboratory, semen preparation, and packaging of semen for shipment.
- Mare Owner will be responsible for all courier (Federal Express etc), Counter to Counter shipping charges, and for all semen shipment costs via airline carrier. Prices may vary depending on Mare location. Stallion Owner is not responsible for semen once semen leaves Farm. If semen is lost, misses flight, or does not arrive to Mare Owner on time, Mare Owner is still responsible for all costs of collection, shipping, and return shipping fees.

BREEDING

Stallion Owner reserves the right to require a Mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Stallion Owner also reserves the right to refuse or discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another Mare to fulfill the terms of this agreement.

The Stallion Owner reserves the right to remove the Stallion from the Farm for a period of time necessary to show and/or promote the Stallion in the best interest of the Stallion Owner and Mare Owner. During this time, Mare Owner understands that Mares that come into heat may not be bred during this particular heat cycle. It is Mare Owner's responsibility to check on availability of Stallion for breeding during those times.

LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" (Live Foal shall be defined as a foal that stands and nurses without assistance for a period of at least 72 hours from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a Mare (upon the approval of the Stallion Owner) within the current or the following breeding season only.

Mare Owner shall notify Stallion Owner within sixty days of the last day of the Breeding Season if the Mare did not conceive in order to be eligible for a rebreed. Mare Owner shall also notify Stallion Owner within thirty days of the Mare's abortion, should the Mare abort.

In the event that the Mare dies, Mare Owner shall provide Stallion Owner with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of the Mare for Rhinopneumonitis in the 5th, 7th, and 9th months of pregnancy. Mare Owner shall provide Stallion Owner with a certificate indicating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section.

Live Foal Guarantee to Stallion shall lapse and the Stallion Owner shall have no further obligation under this section if:

1. Mare Owner fails to rebreed Mare during acceptable return breeding periods as defined in this section.
2. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
3. Mare is bred to any other Stallion without the written consent by Stallion Owner prior to rebreed.
4. Mare is substituted with another Mare without written consent by Stallion Owner.
5. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Owner as defined in this section.

DEATH OR INCAPACITY OF STALLION

Should Stallion die or become incapacitated before Mare is first serviced pursuant to this agreement, this agreement shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by Mare Owner and this agreement shall be nullified. Should the Stallion die or become incapacitated after servicing Mare and Mare does not produce a Live Foal pursuant to this agreement, then Stallion Owner shall return the breeding fee, less the \$200 booking fee portion of the breeding fee paid by Mare Owner and less any outstanding miscellaneous fees and this agreement shall be nullified.

TRANSPORTED SEMEN

Stallion Owner or Stallion Owner’s Agent shall collect and transport semen Monday through Friday only. No collection will be done on weekends. Stallion Owner reserves the right to not collect or transport semen on Holidays.

Mare Owner shall request collection and transported semen no less than 24 hours prior to shipment. Stallion Owner does not guarantee a semen shipment if the request is not received 24 hours in advance. Stallion Owner shall provide semen on a “first come, first serve” basis and shall not guarantee semen to Mare Owner if the Stallion is overbooked on that particular day.

Stallion Owner shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the equitainer has left the facility from which the Stallion is being collected.

Mare Owner shall have the responsibility to insure proper handling and insemination into the Mare.

INDEMNITY

Stallion Owner and its owners, agents, employees, and veterinarians shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Mare and/or foal whatsoever arising out of or in any way connected to this breeding. Mare Owner fully understands that all risks associated with this breeding are to be borne solely by Mare Owner.

This agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties.

Governing Law. This agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and Federal laws of Canada applicable therein. The parties attorn to the exclusive jurisdiction of the courts of the Province of Ontario and hereby agree that any originating process shall be issued and heard in the City of Ottawa. The parties expressly waive all rights to object to the forum of the City of Ottawa on the basis of the doctrine “forum non conveniens”.

The parties hereto understand and agree to comply with the terms and conditions as set forth in this agreement.

Mare Owner Name: _____

Mare Owner Signature: _____

Date: _____

Stallion Owner Name: _____

Stallion Owner Signature: _____

Date: _____