

SW Ferrari BREEDING AGREEMENT for 2018 & 2019

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

Name: _____

FarmName: _____

Address: _____

Telephone(s): _____ Fax: _____

Email _____

Referred to as “Mare Owner” and Sunshine Acres Arabians 8716 W Rutter Pkw. Spokane, WA. 99208 , referred to as “Stallion Owner”.

Sunshine Acres Arabians (Sheri Boito Hibbs) is the owner of the stallion named **SW Ferrari** AHA# 639837, Referred to as the “Stallion”, such stallion shall stand at Sunshine Acres Arabians, and 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 Name

(as it appears on Registration

Papers): _____

THE PARTIES AGREE AS FOLLOWS:

FEES:

The Breeding Fee for SW Ferrari is \$1,500.00 The Stallion Owner grants Mare Owner a Booking during Mare’s Breeding Period for Stallion’s servicing of Mare, and guarantee a live Foal pursuant to the LIVE FOAL GUARANTEE section of this agreement.

The Breeding Fee shall be payable as follows:

_____ Option1: The Total breeding fee of \$_____ is payable upon signing of this Contract.

_____ Option2: The Non Refundable Booking Fee of \$250,00 due upon signing of this Contract. The remaining Balance of breeding fee is due before the first cover or the first dose of semen is shipped.

In the event the Mare does not conceive during Breeding Season or the following Breeding Season, or for any reason, if Mare Owner exercises the right to return breeding pursuant to the LIVE FOAL GUARANTEE section the Mare Owner shall pay Stallion Manager a re-handling fee Of \$250.00 prior to rebreed.

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

SHIPPED SEMEN

A. Mare Owner is responsible for all return shipping charges to Mckinley & Peters Equine Veterinary Services. If the equitainer is lost or damaged, Mare Owner is responsible and will be charged the appropriate fee.

B A \$350 Collection and Semen Handling Fee per shipment and per mare. This fee Covers collection of stallion, laboratory, semen, preparation and packaging of semen For the shipment

C. FedEx Shipping charges. Mare Owner is responsible for FedEx costs. FedEx shipping charges vary; therefore, a FedEx Account number or credit card number is required for a shipment(s).

D. Counter to Counter Shipping Charges. The airline charges vary depending on the destination. Stallion Manager does not guarantee that The semen will be shipped on any given flight, but will make an effort to have the semen on the earliest flight possible. All semen shipped counter to counter will be taken to the airport by courier and an additional charge of **\$95.00,per shipment**, (subject, to, change, on, holidays, weekends, and/or nights) will apply. to Mckinley & Peters Equine Veterinary Services and Sunshine Acres Arabians is not

responsible for semen once it leaves the 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.

MARE CARE

Live Cover

A. I agree to pay **15.00** per day for mare care without a foal. **20.00** per day will foal. All mare care shall be due and payable before the mare leaves Sunshine Acres Arabians.

B. 3. MARE CONDITION AND STATUS: I represent and warrant that the Mare to be bred is halter broke, healthy, and in sound breeding condition. I will provide a cervical culture on my mare (not required on maiden mares) and warrant that my mare is free of all communicable diseases upon delivery to Sunshine Acres Arabians.

C. I will provide a record of current vaccinations for Equine Influenza, Rhino-Pneumonitis, Tetanus, and Strangles. If my mare arrives without record of such vaccinations, to Sunshine Acres Arabians, at their option, may either not accept the mare or have a licensed veterinarian provide the vaccinations at my expense.

Sunshine Acres Arabians may exercise its own judgment in caring for and supervising my mare and/or foal and may have performed at its discretion, such veterinary services as are deemed reasonably necessary. This includes but is not limited to worming, treating for infections, diseases, accident-related conditions, preventative measures, palpation, or ultrasound.

4. BREEDING PROTOCOL: Sunshine Acres Arabians agrees to diligently breed by artificial insemination or Live cover and attempt to settle owner's mare during those heat cycles which occur while mare is at breeder's bar, per owner's discretion.

LIVE FOAL GUARANTEE

The Breeding Fee includes a pregnancy or 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 24 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 Stallion Manager) within the current or the following year.

In the event that Mare does not conceive during the current or following year, the Mare Owner shall pay Stallion Manager or Stallion Owner a re-handling fee of \$250 prior to the rebreed. Mare owner shall notify Stallion Owner/Manager within sixty days of the last insemination of the year if the Mare did not conceive, in order to be eligible for a rebreed the next year.

Mare Owner shall also notify Stallion Owner/Manager 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/Manager with a veterinarian's certificate of death. Live Foal Guarantee shall be specifically conditioned upon Mare Owners's vaccination

Of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Owner/Manager 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/Manager shall have No further obligation under this section if:

1. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
2. Mare is bred by any other Stallion without written consent by Stallion Owner/Manager prior to rebreed.
3. Mare is substituted with another mare without written consent by Stallion Owner/Manager.
4. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Owner/Manager As defined in this section

BREEDING

Stallion Manager 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 Manager also reserves the right to refuse

to 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 premises of Sunshine Acres Arabians 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 that particular heat cycle. It is Mare Owner's responsibility to check on availability of Stallion for breeding during these times.

TRANSPORTED SEMEN

Stallion Manager 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 tMckinley & Peters Equine Veterinary Services.

Stallion manager

Reserves the right to not collect or transport semen on Holidays.

Mare Owner shall request collection and transported semen 24 hours prior to shipment. Stallion Manager does not guarantee a semen If a request is not received 24 hours in advance. Stallion Manager 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.

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

INDEMNITY

Sunshine Acres Arabians And its owners, principals, agents,

employees, veterinarians, and farriers shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Mare and/or Foal during the time that mare is in custody of Sunshine Acres Arabians or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare Owner, its Agents or employees may receive while on the premises of Sunshine Acres Arabians

Mare Owner fully understands that Sunshine Acres Arabians does not provide any public liability, Accidental injury, theft or equine mortality insurance for Mare and/or Foal, and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal are to be borne solely by Mare Owner.

GOVERNING LAW

This agreement shall be construed and interpreted in accordance with the laws of the State of Washington. Mare Owner agrees that if any suit is brought by Mare Owner or Sunshine Acres Arabian for any purpose relating to this Agreement, such suit or legal proceedings must be filed only in small claims, municipal, or Superior Court Of Spokane county WA. And Mare Owner agrees to submit to that court's jurisdiction and venue. Mare Owner Agrees that if

Sunshine Acres Arabians or its agents, has to engage the services of an attorney To collect what Mare Owner owes on this contract, Mare Owner shall pay Sunshine Acres Arabians or its agent's attorney fees, whether or not a suit is brought. This Agreement constitutes the entire Agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. **NOTE:**

This contract is non saleable and non transferable.

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

Agreement executed by Mare Owner this _____ day
of _____ 20____.

Mare Owner Signature: Printed Name:

Sunshine Acres Arabians

Authorized Signature: _____

Title: _____

Date: _____ Payment

,Information:

Makes Checks Payable to Sheri Hibbs