

2008 Breeding Contract for HollyBrook Braveheart
Teaka Creek Stables

I. This Contract is entered into by Erika Stormer, 1135 Frew Run Rd., Frewsburg, NY, 14738, hereinafter designated as "Stallion Owner," and _____

(Mare Owner, Address, Telephone #) hereinafter designated as "Mare Owner."

II. This Contract is for the 2008 breeding season, which will run from February 1, 2008 through September 1, 2008.

III. This Contract Covers:

The mare _____ AMHA# _____
Sire _____ Dam _____
Date of Birth _____ Color _____

This mare, _____ is being bred to HollyBrook Braveheart, AMHA # 00139915, Semen Transport Permit # 0008736 whose 2008 stud fee is \$1,000.00 (One thousand dollars).

IV. Service Fee Requirements:

- A. A nonrefundable booking deposit of \$250.00 is payable, upon signing of this contract, to Erika Stormer, 1135 Frew Run Rd., Frewsburg, NY 14738.
- B. The \$750.00 balance of the service fee is payable in full, to Erika Stormer before the first shipment of semen is made.
- C. No shipment of cooled semen will take place without payment in full and receipt of this signed contract.
- D. For each and every shipment of cooled semen, Mare Owner agrees to pay appropriate fees directly to Stallion Services, 4009 G.P. Easterly Rd., West Farmington, OH, 44491, (330) 889-2282, hereinafter designated as "Independent Contractor," or "Agent."
- E. Mare owner agrees to pay any veterinarian charges.

V. Conditions for Acceptance of Mare:

- A. A Veterinary certificate and current uterine culture from a recognized lab showing the mare to be in sound breeding condition and free of infection is required.
- B. Mare Owner must comply with any additional terms and conditions of Independent Contractor (Agent) of the Stallion Owner.
- C. Mare must have a certificate of DNA according to the AMHA rules.

VI. All parties agree that semen shipped under this contract is to be used only for inseminating the Mare designated in Part III.

VII. Stallion Owner makes only the following representations to the Mare Owner:
The semen furnished is the semen of the stallion designated in Article III of this contract and the semen provided has been collected by the Independent Contractor (Agent) of the Stallion Owner in a timely manner for forwarding to the Mare Owner.

EXCEPT FOR THE FOREGOING EXPRESS REPRESENTATIONS AND EXCEPT FOR THE LIVE FOAL GUARANTEE SET FORTH IN THE NEXT ARTICLE, ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

- VIII. A Live Foal Guarantee is made by Erika Stormer with this breeding. A "live foal" is defined as one that stands and nurses.
- A. Conditions for Live Foal Guarantee
1. Mare must be examined by a licensed veterinarian between 18 and 40 days after last day of breeding and Stallion Owner notified in writing of her pregnancy status at that time or ALL LIVE FOAL GUARANTEES ARE NULL AND VOID.
 2. Mare must be rechecked between 50 and 60 days after last day of breeding by a licensed Veterinarian and Stallion Owner notified in writing concerning the pregnancy status or ALL LIVE FOAL GUARANTEES ARE NULL AND VOID.
 3. If mare is examined in accordance with VIII, A 1, and A 2 of this contract and found to be barren (not in foal), additional semen shipments will be made subject to the fee requirements outlined in Part IV D, IV E, and IV F of this contract and this procedure will continue through the remainder of this breeding season (not later than September 1). If, the mare is determined by a licensed veterinarian to be unable to conceive, the mare owner shall be able to substitute another Morgan mare (subject to stallion owner's approval) to the same privileges as the original mare. A new breeding contract must be signed.
 4. Should the mare not produce a live foal from this breeding, mare owner shall be entitled to a return breeding in the 2009 season at no cost other than the fees outlined in IV D, IV E, and IV F.
 5. This guarantee shall apply only if Erika Stormer is notified by registered mail within 72 hours of foal's death. A written statement of details by a licensed veterinarian must follow within 10 (ten) days or the guarantee becomes null and void. This clause is also binding in the case of abortion.
- IX. Waiver of Liability
The parties hereto agree that the Stallion Owner, Erika L. Stormer, affiliates, and Agents shall be held harmless and indemnified by the other parties hereto, from any and all loss, liability and damage (whether personal injury or property damage) arising out of the performance of this contract, except for damages or loss to parties to the contract, caused by the willful or intentionally malicious acts of the foregoing named parties.
- X. This contract shall be construed pursuant to the laws and regulations of the State of New York.
- XI. Should the above named stallion die or become unfit for service or should the above named mare (or substitute mare) die before being served, this contract shall become NULL AND VOID, and money paid as part of this contract shall be refunded to the Mare Owner, except the nonrefundable booking deposit of \$250.00 and except the veterinary, shipping and collection charges which are due and payable.
- XII. This agreement may be modified only by writing duly signed and dated by the Parties hereto.
- XIII. This agreement is binding upon the heirs, successors and assigns of the parties hereto.
- XIII. This agreement may not be assigned by either of the parties hereto without the expressed written and dated consent of the other party.

Signed: _____
(date) (Signature Mare Owner)

Signed: _____
(date) (Signature Stallion Owner)