

FAZENDA CARUANA AQHA BREEDING CONTRACT

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FIREWATER FAST AQHA# 4485251

2018 Breeding Contract

This agreement is made and entered into this _____ day of _____, 20____. Mare owner

hereby agrees to breed the mare _____ Reg. No. _____, to
the

stallion FIREWATER FAST, AQHA Reg. #4485251, using frozen semen stored at Brightstone Ranch,
Gainesville, Texas

Mare owner must include also a copy of the mare's:

(1) AQHA registration document

2. Fee payment of \$700. If making payments an additional payment contract will be issued to the buyer of the breeding.
3. This Contract becomes binding by both parties when the entire breeding fee is paid and Stallion Owner or Breeder signs and returns one copy of the Contract to Mare Owner.
4. Should Stallion Owner initiate legal action to enforce any terms of the Contract, Mare Owner shall pay all of Stallion Owner's and Breeder's court costs and attorney fees incurred.
5. Neither Stallion Owner, Breeder nor any other representative shall be liable for failure of the Mare to get in foal or produce a live foal for any reason whatsoever. A live foal is defined as a newborn foal that stands and nurses without assistance. Mare Owner specifically understands Fazenda Caruana, its associates, and Select Breeders make no warranties or guarantees, expressed or implied as to the fertilizing capacity of any semen provided. Mare Owner agrees to notify Stallion Owner when Mare is confirmed safe in foal.
6. Two insemination doses will be shipped after the contract is signed and full breeding, or after first payment, is paid to Stallion Owner. In the event that insemination using the standard one dose of frozen semen from the Stallion for the breeding cycle does not result in a live foal after the first two cycles, as certified by a licensed veterinarian, Breeder will provide one additional dose of frozen semen for the third breeding cycle in the current breeding season 2018, plus cost of shipping from Brightstone Ranch, nitrogen tank rental, which must be paid by Mare Owner, and will eventually provide up to THREE doses of frozen semen for the subsequent breeding season 2018. **In the event the mare does not produce a live foal, Mare Owner should provide Stallion Owner with a licensed veterinarian's certificate of death. This should state time and date of birth, time and date of death and cause of death within seven days of such death. A rebreed will be guaranteed in case of death of foal within 48 hours from birth. Stallion Owner will grant a rebreed providing up to THREE doses of frozen semen at the cost of \$150.00 and the charges from Brightstone Ranch. After the breeding season, any unused straws should be emptied and returned to Brightstone Ranch.** At this point, Fazenda Caruana, its associates, and Brightstone Ranch will have fulfilled their obligations under this Contract.
7. Mare Owner shall indemnify and hold Stallion Owner, Breeder, employees, veterinarian and any parties involved harmless against any loss, liability, or damages incurred in connection with or arising from: (i) the services provided under this Contract, (ii) any activity, work or thing done or permitted to be done by Stallion Owner or Breeder pursuant to this Contract, (iii) any acts, omissions, or negligence of Stallion Owner or Breeder or any person claiming under Stallion Owner, (iv) any breach, violation, or nonperformance by Mare

Owner or any person claiming governmental requirement of any kind or (v) liability for any loss including but not limited to fire, theft, sickness, disease, injury, death, damage or other harm suffered by Mare, foal, or Mare Owner, Agent or employees whether or not deemed to be caused by Stallion Owner or Breeder's negligence.

8. A Breeder's Certificate will be issued for the foal when all fees have been paid in full and the Stallion Owner is notified that the foal has been born. In the event of multiple embryos from a single or subsequent flushes, the Mare Owner will be liable for another breeding fee for each successful embryo transfer and resulting foals, payable when the recipient mare is checked in foal at 30 days with heartbeat.
9. In the event that the Mare dies or becomes unfit for use after being serviced by Stallion, the Stallion Owner or Breeder has the option of accepting another mare as replacement.
10. It is agreed that should there be a Mare change , rebreed privilege will be valid only if the replacement mare belongs to same Owner.
11. Mare Owner is responsible for all costs related to the care of Mare named above including all veterinary costs for whatever reason.
12. Pregnancy losses/confirmations should be reported immediately to Stallion Owner. All pregnant mares must be vaccinated for Rhino pneumonitis at 5, 7, and 9 months of gestation or rebreed and live foal guarantees are not valid.
13. This Contract shall be governed in accordance with the laws of the Brazil. Each provision hereof shall extend to and shall, as the case may require, bind and inure to the benefit of the Mare Owner and their respective heirs, legal representative, successors and assigns. In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
14. Mare Owner agrees to return shipping container to Brightstone Ranch at Mare Owner's expense per instructions of Brightstone Ranch within two weeks from the date of receiving the container. Failure to do so will result in a \$12 per day charge.
15. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract.
16. Ordering Frozen Semen the Mare Owner must notify Breeding Facility a minimum of ten (10) days prior to shipment date.

All fees must be paid in full, or payment arrangements made, before semen is shipped.

Wire breeding funds to:

Bank name: **Bancfirst**

Bank location: **Ardmore, Oklahoma USA**

SWIFT CODE : **BFOKUS44**

ROUTING/ABA: **103003632**

ACCT: **5301100114**

NAME ON ACCOUNT: **Shannon Kerr**

MARE OWNER'S SIGNATURE _____

MARE OWNER'S PRINTED NAME _____

ADDRESS _____

CITY, STATE, ZIP, _____

STALLION OWNER'S SIGNATURE _____