

Mariachi FA Breeding Contract: 2010

Name of Mare: _____ Registration #: _____

Color: _____ Date of Birth: _____ Last Year Bred: _____

This agreement is made this _____ day of _____ 2010 by and between **Dick & Patt Fiscus (Fiscus Arabian Farm)** and **Richard Adams (SavannaH BLOODSTOCK)** hereinafter called "stallion owner" and

Mare Owner: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Fax #: _____ Email: _____

hereinafter called "Mare Owner". Stallion Owner agrees to breed the above listed Mare to **Mariachi FA (AHR#: 625299)** during the **2010** breeding season.

The stud fee shall be **\$2,000.00/\$1,500.00** (*Two Thousand DOLLARS [Purebred]; (Fifteen Hundred DOLLARS [Non-Arabian])*).

Fees are to be paid as follows: A non-refundable booking fee/down payment of **\$500.00** for this breeding, payable on execution of this contract. The balance of the breeding fee is to be paid as follows:

PLEASE NOTE: Make all Stud Fee Payments payable to: Patt Fiscus

1. If the Mare fails to conceive or maintain a pregnancy she may be returned to **Mariachi FA** and be re-bred within the same breeding year with no additional re-handling fee. In the event that the Mare is returned the following breeding season, a re-handling fee of 20% of the stud fee or \$500.00, whichever is greater, will be charged to the Mare Owner. The re-breeding is available only for the same Mare, or a substitute approved in writing by the owner. Such approval not to be withheld unreasonably.
2. If the Mare fails to produce a live foal (defined as one that survives for 72 hours, as certified in writing by a licensed veterinarian within one week of foaling), Stallion owner will provide a re-breeding to the stallion, with no additional stud fee due. A re-handling fee of 20% of the stud fee or \$500.00, whichever is greater, will be charged by the Stallion owner to the Mare owner.
3. If the Stallion is not available for service due to death, injury, or sale, frozen semen may be substituted for live or cooled semen. Frozen semen will be supplied at the discretion of the

Stallion Owner and only to Mares that are breeding sound. In the event that there is no frozen semen available, the stud fee [less the booking fee] will be returned.

4. Stallion Owner shall provide a Certificate of Service and all signatures required of the Stallion Owner to register the foal from this breeding in the appropriate horse registries. In the event of any failure by Mare Owner to pay Stallion Owner fees and expenses (pursuant to this contract or any other contract or obligation related to this breeding), a Certificate of Service or signatures will not be provided until all defaults are cured.

5. All breeding methods, techniques and timing shall be at the sole discretion of the Breeding Provider and within the limits prescribed by the Arabian Horse Association. *Please note: Semen shipment charges will pertain to the Service Provider's current cost schedule for transported semen and are payable to the Provider.*

6. Signer represents that he/she is the owner/lessor of the above named Mare and agrees to indemnify, defend and hold harmless Stallion Owner and/or the Breeding Facility in the event that ownership or authorization of the below signed customer is disputed.

7. This agreement constitutes the entire understanding of the parties; no oral agreement shall modify it in any manner. The terms of this agreement shall only be modified by written agreement signed by both parties.

8. This agreement must be returned, fully executed, accompanied by the required fee, within _____ days of the date shown below. If not, this agreement is void able at the sole option of the Stallion Owner.

9. A separate board agreement for those Mares being bred at the Breeding Facility or shipped semen agreement for those Mares not bred at the Breeding Facility must be signed and received before breeding commences. *Please note: Semen shipment charges will pertain to the Service Provider's current cost schedule for transported semen and are payable to the Provider.*

10. This Breeding Agreement is transferable only with the written consent of the stallion owner. Reasonable consent to transfer breeding privileges will not be withheld.

11. All Handling-Fees to be paid by Mare Owner.

12. Breeding Facility/Provider will be determined and all contract owners will be notified immediately.

13. Additional Terms:

Owner/Agent of Mare: _____ Date signed: _____

Owner/Agent of Stallion: _____ Date signed: _____

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Mail to: Fiscus Arabian Farm . 168 Peponita Ct. . Washoe Valley, NV 89704-9648

www.mariachifa.com