

**AGREEMENT TO FURNISH BREEDING RIGHTS FOR 2010**

**Day Dream Arabians** hereinafter ("DDA") whose address is 9101 S. Cty. Rd. K, Beloit, WI 53511 and \_\_\_\_\_ hereinafter "Breeder", whose address is \_\_\_\_\_.

Hereby agree as follows:

1. Agreement to Furnish Breeding Rights. DDA agrees to furnish breeding rights for

Breeder's mare \_\_\_\_\_ (hereinafter The "Mare") AHR # \_\_\_\_\_ (copy of registration papers must accompany this signed Agreement) to the stallion **Radaar Love** (hereinafter The "Stallion") AHR # 0613230. Such breeding rights are to be under the supervision of DDA. Such above described breeding is to take place for the year 2010.

Whereas, Stallion will stand at *stud* for the current breeding season from March 1 to September 30, 2010, at Day Dream Arabians, Beloit, WI (until further notice). 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 Manager.

THE PARTIES HERETO AGREE AS FOLLOWS:

**FEES:**

The Breeding Fee for **Radaar Love** is \$2,000.00 for all purebred mares. 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 non-refundable breeding booking fee of \$500.00 for Arabian mare will secure a breeding for 2009. Remainder of breeding fee must be paid before mare is to be bred.

\_\_\_Option 2: The total breeding fee of \$ 2,000.00 for Arabian mare is payable upon signing of this contract, which includes the non-refundable \$500 booking fee. If the entire breeding fee is paid at the time of signing contract, a 10% discount will be applied to breeding fee.

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 the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Manager a re-handling fee of \$300.00 prior to the rebreed.

In addition, the following fees shall apply and are payable prior to shipments):

1. A \$190.00 equitainer rental & UPS pick-up fee (this does not include the actual cost of overnight shipping). The equitainer must be returned to Stallion Manager within 72

- hours of receipt of shipment by Mare Owner or Mare Owner's breeding agent. A late fee of \$50.00 per day shall be charged if equitaner is not returned within said time limits. If equitaner is not returned after 10 days, a charge of \$350 will be assessed for the replacement cost of the equitaner.
2. A \$300.00 Collection and Semen Handling Fee per shipment. This fee covers collection of stallion, laboratory, semen preparation and packaging of semen for the shipment. .
  3. UPS shipping charges: Most U.S. destinations are at the rate of an estimated \$60.00 for overnight shipping for weekday delivery and \$75.00 for overnight shipping for Saturday delivery. All shipping expenses are the responsibility of the Mare Owner. International UPS shipping charges vary; therefore, a UPS Account Number or a credit card number is required for shipment(s). All semen shipped UPS will be taken to the Rockford/Chicago International Airport (UPS drop off) by courier and an additional minimum charge of \$50.00 per shipment (subject to change on holidays, weekends, and/or nights) will apply. Mare Owner may also provide their UPS account number to use for shipments if one is available.
  4. Airline counter to counter shipping charges within the U.S. destinations are at an average rate of \$175.00 per shipment. International rates vary. 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 minimum charge of \$50.00 per shipment (subject to change on holidays, weekends, and/or nights) will apply. Stallion manager is not responsible for semen once semen arrives at departing airport. 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 Manager reserves the right to require a Mare that has not settled within three heat cycles to have a cytology or biopsy to determine breeding soundness. Stallion Manager also reserves the right 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 or forfeit any and all monies applied to breeding service.

The Stallion Owner reserves the right to remove the Stallion from the premises of Day Dream Arabians for a period of time necessary to show and/or promote the Stallion in the best interest of the Stallion Owner and the 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 these 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 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 the Stallion Manager) within the current or the following breeding season only. Mare Owner shall notify Stallion Manager within sixty days of the last day of Breeding Season if the Mare did not conceive, in order, to be eligible for a rebreed. Mare Owner shall also notify Stallion Manager within thirty days of the Mare's abortion, should the Mare abort.

In the event that Mare does not produce a "Live Foal", then Mare Owner shall provide Stallion Manager with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death,

In the event that Mare dies, Mare Owner shall provide Stallion Manager with a veterinarian's certificate of death. Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion 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 **and** Stallion Manager 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 by any other stallion without written consent by Stallion Manager prior to rebreed.
4. Mare is substituted with another mare without written consent by Stallion Manger
5. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Manager as defined in this section.

Return of Service: The above stated mare is entitled to a return service during the 2010 breeding season if the following apply:

- a. If the mare does not settle during the current breeding season.
- b. If the mare is examined to be in foal, but proves to be barren during gestation
- c. If the mare aborts or produces a foal that is unable to stand alone and nurse and subsequently dies within 24 hours.
- d. Mares returned for service the calendar year following the date of this contract are subject to a handling and office charge which is determined annually.

### **DEATH, EXPORTATION, 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 within a reasonable amount of time. Should the Stallion die, or become incapacitated after servicing of Mare and Mare does not produce a Live Foal pursuant to this Agreement, then Stallion Owner shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees. Should Stallion be exported prior to contractually agreed upon breeding season and Mare does not produce a Live Foal, then Stallion Owner shall return the breeding fee paid by the Mare Owner and this Agreement shall be nullified. Should the stallion be exported after the contractually agreed upon breeding season and the Mare does not produce a Live Foal, then Stallion Owner shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees.

### **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 Day Dream Arabians.

**Stallion Manager shall collect and transport semen on the schedule of veterinarian.** While we will make every attempt to ship Monday-Friday, most collection days are Monday/Wednesday/Friday.

**Mare Owner shall request collection and transported semen minimum 24 hours prior to shipment.** Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Manager shall provide semen on a "first come, first serve" basis.

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

### **INDEMNITY**

DDA and its owners, principals, agents, employees, veterinarians, 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 the custody of DDA 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 DDA. Mare Owner fully understands that DDA does not provide any public liability, accidents 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.

Under Wisconsin Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities. This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. 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 \_\_\_\_\_.

**Mare Owner:**

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Printed Name

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Signature

**Day Dream Arabians:**

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Marshall Porter

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Sydney Porter