

VCP MAGNIFIRE

STALLION BREEDING CONTRACT FOR SHIPPED SEMEN

I, _____, hereby agree on this _____ day of _____, 20____, to breed the mare named below (the mare) to VCP Magnifire, AHA # 587141 (the stallion) standing at Rooker Training Stable (RTS) and to pay the stud fee of \$_____ plus all semen collection and semen shipment fees prior the shipment of semen and/or the breeding of the mare.

Name of Mare: _____, Reg. # _____

I hereby warrant and agree that the mare is healthy and of sound breeding condition and free from any infections.

Collection of semen shall occur on Mondays, Wednesdays, and Fridays during the designated breeding season. I agree to notify RTS of the need for a semen shipment prior to 9:00 am EST on the collection day. Semen will be available on a first come, first served basis. I acknowledge that all orders for semen are subject to availability. RTS may be contacted for current fees for collection and shipment.

I understand that the designated breeding season shall run from February 1 through August 31.

I agree that this contract contains a LIVE FOAL GUARANTEE which is defined to be a newborn foal which stands and nurses without assistance for at least 24 hours. If the mare fails to produce a live foal, return breeding privileges are granted for the same or following breeding season provided a statement from a licensed veterinarian is provided verifying the foal's death and RTS is notified within 24 hours of the loss of the foal. An approved substitute mare may be rebred. If a return privilege is not exercised after the same or following breeding season, a \$750.00 rebreeding fee shall be payable. The return breeding privilege shall only be exercised for an additional two breeding seasons following the initial breeding. Should the mare be sold or otherwise disposed of prior the birth of a live foal, the LIVE FOAL GUARANTEE shall be void. The LIVE FOAL GUARANTEE is not transferable or assignable.

I fully understand and assume the special risks inherent in breeding horses and the use of transported semen and more specifically, the risk of failure due to variable and unforeseen causes. To reduce the risks, I acknowledge that RTS, its employees, and agents will exercise due care and attention when

collecting and shipping the semen. In return, I undertake to exercise due care and attention in ensuring that only the mare referred to in this agreement is inseminated with the semen received and that prior to the insemination, the label of the semen is inspected to ensure that it bears the name of Stallion.

I further agree, understand, and release the owner of Stallion, RTS, their agents, employees, and assigns from any liability for damages arising from this contract. I further agree to indemnify and hold harmless the owner of Stallion and RTS from any and all actions, causes of action, claims or demands of any kind arising from this agreement and the transactions covered thereby and any costs or legal fees incurred in connection with the enforcement and protection of rights conferred hereunder. In lieu of any remedy for damages are the rebreeding rights conferred above.

Should Stallion die, be gelded, or otherwise become unfit for service for any reason, this contract shall be null and void. Furthermore, and under no circumstances shall frozen semen be made available to fulfill this contract.

I agree that a Transported-Stored Semen Certificate, issued by the Arabian Horse Association (AHA), is available from the owner of Stallion for purebred offspring at an additional cost to me equal to the cost charged by the AHA to issue same.

I understand and acknowledge that this Agreement reflects the entire Agreement between the parties.

I HAVE READ AND ACCEPT ALL OF THE TERMS OF THIS CONTRACT.

Mare Owner

Rooker Training Stable for itself and as
agent for Stallion Owner