

STACHOWSKI FARM INC.
12561 State Route 44
Mantua, Ohio 44255
330-274-2494

2018 BREEDING CONTRACT – NUTCRACKER’S NIRVANA

1. BREEDING FEE:

The undersigned, Owner (“Mare Owner”) of the Mare (Name) _____

Registration # _____ and Breed _____ hereby agrees to breed to the American Saddlebred Stallion, **Nutcracker’s Nirvana** (“Stallion”) ASHA# 123211 standing at Stachowski Farms, Inc. (hereafter “SF”) or its custodian, to pay a breeding fee of **\$6000.00** covering the 2018 breeding season.

(NAME OF MARE, REGISTRATION AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT.)

2. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN:

Prior to the semen shipment to the Mare owner, SF or its custodian shall be furnished with a copy of the Mare’s Registration papers. The mare must also have a negative uterine culture (90 days) prior to semen shipment.

3. TRANSPORTED SEMEN AGREEMENT

3.1) COLLECTION SCHEDULE - Collection of semen for shipment will occur at 11:00 A.M EST on Mondays, Wednesday’s, and Friday’s throughout the designated breeding season. Shipment will be by priority overnight FedEx unless otherwise designated.

3.2) NOTIFICATION FOR SHIPMENT- Mare owners must notify SF or Custodian 24 hours in advance or up to 11 A.M. eastern time on the day of a scheduled collection for overnight FedEx. If airline shipment is requested, notifications MUST be 24 hours in advance for proper scheduling. Semen availability will be on a first come first served basis. Purchaser expressly acknowledges that all orders for semen are subject to availability.

3.3) SEASONAL LIMITATIONS- A mare owner may not receive more than six (6) semen shipments during a regular breeding season. With proper notice, another mare may be substituted or the original mare may be sent to SF or its affiliates for on the farm insemination.

3.4) DESIGNATED BREEDING SEASON- Breeding season is from February 15 through July 31. The Stallion Owner reserves the right to exhibit Stallion at certain horse shows during breeding season. Semen will not be available at these times. The Stallion’s show schedule is available by calling SF at (330-274-2494).

4. REBREEDING PRIVILEGE:

SF and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one, which stands and nurses for at least 24 hours. Should the Mare abort at any time after being confirmed in foal to the Stallion, or should her foal be born dead, the Mare Owner is guaranteed a return privilege for the same Mare or a substitute Mare, during the same or next season free of any additional fees except for any unpaid services, expenses, or fees under numbers 1 and 2. If a return privilege is exercised after the same or next season a fee of \$500.00 shall be charged. The return breeding privilege can only be exercised for the two (2) breeding seasons following the initial breeding season.

This privilege shall not apply unless, SF or its custodian is notified by registered or certified mail, return receipt requested, within ninety-six (96) hours of delivery of the aborting foal’s death and a statement by a licensed Veterinarian follows within twenty (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner, or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

5. CONTRACT NULLIFICATION:

It is understood that should the Stallion die or become unfit for service and the Mare does not produce a foal, this contract shall become null and void, in which case, money paid as breeding fees only, shall be refunded as per #8 to the Mare Owner while monies paid for services under #2 shall not be refunded. Furthermore, in the event the Stallion dies or becomes unfit for service; frozen semen will not be made available to fulfill this contract.

6. REPRESENTATION:

SF hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated on the Semen Collection Report, and that any other information on the Report shall be accurate. SF DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. SF hereby represents to that all applicable Mare and personal information is true, complete and correct.

7. WAIVER OF LIABILITY:

Except in the event of gross negligence, recklessness, or willful misconduct by SF, its agents, servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death or injury which may suffer by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Mare Owner understands that SF does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion, and that all risks connected with connected with breeding or provision of any service to the Mare and such foal shall be born

solely by the Mare Owner. MARE OWNER HEREBY AGREES THAT SF PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NON- PERFORMANCE OF OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES IN REPRESENTATIONS MADE IN THIS AGREEMENT, IN NO EVENT SHALL SF BE LIABLE FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.

8. PAYMENT OF FEES:

Mare owner hereby agrees to pay SF all applicable charges, fees, services and expenses identified on the agreement. Except for those which require payment in advance, the charges, fees and expenses shall be due and payable upon receipt of any invoice rendered by SF. Mare owner will pay a late charge of one and one-half percent per month or the greatest charge allowed by law on all past due moneys. All payments shall be paid in lawful money of the United States at the office of SF. Mantua Ohio.

9. REFUND OF FEES:

The only fees that are refundable under this agreement are the breeding fees. The breeding fees are only refundable should the stallion die or be unfit to breed for any reason. The fees are refundable only as follows:

- 1) Fully refunded if no semen has been shipped or breeding attempted.
- 2) Fifty percent (50%) of the breeding fee will be refunded if semen has been shipped for the first year of breeding or at least one breeding attempt.
- 3) No refund will be made if semen has been shipped or breeding attempted in two or more years.

10. TRANSFERS OR SALE OF BREEDING:

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The breeding or re-breed right may only be transferred with the sale of the above Mare. Only if the breeding has been completely paid for, the new Mare Owner executes a new service contract, and pays 20% of the breeding fee, as a transfer fee, within 30 days of the sale or the breeding becomes nullified. There are no other provisions for the transfer or sale of these rights.

11. MISCELLANEOUS PROVISIONS:

Mare owner hereby agrees to indemnify and hold harmless the SF parties harmless from and against any and all claims, demands, causes of action, damage, costs, and expenses. Losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, or any foal resulting from any breeding of the Mare to the Stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to Mare or any foal of the Mare while they are in custody of SF parties.

This agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing, with 30 days notice, signed by both parties.

Any communication or notice made in connection with this Agreement shall be made in writing only.

Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of the Agreement with proper for first-class mail.

Mare Owner shall reimburse SF for all costs, fees and expenses, including reasonable attorney s fees incurred by rights under this Agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected with however, taxes based on the net income of SF.

In the event of the dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney s fees, costs, and disbursements arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings.

This agreement may be executed in counterparts. Any lawful or unenforceable provisions of this Agreement shall be severable without affecting the validity of the balance of the agreement.

This agreement shall be governed by construed in accordance with the laws of the state of Ohio. Any dispute related to this agreement shall be resolved by binding arbitration through the American Arbitration Association in Portage County, Ohio before a single neutral arbitrator who shall be familiar with the equine industry, and who shall award costs and attorney's fees to the prevailing party.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT.

Mare Owner Signature

Date

Mare Owner (Printed)

Address City State Zip code

Phone Number

Email

Received by Stachowski Farm Inc.

Date

STACHOWSKI FARM

SUMMARY SHEET – NUTCRACKER’S NIRVANA

- 1) COMPLETE BREEDING CONTRACT, SHIPPING INFORMATION SHEET & CREDIT CARD INFORMATION SHEET. REMIT PAYMENT FOR BREEDING FEE.

*CHECKS MADE PAYABLE TO: STACHOWSKI FARM, INC.
12561 STATE ROUTE 44
MANTUA, OHIO 44255
Office: 330-274-2494

- 2) THE CREDIT CARD AUTHORIZATION FORM MUST BE SIGNED AND RETURNED TO STACHOWSKI FARM BEFORE COLLECTIONS ARE SHIPPED TO COVER THE FOLLOWING EXPENSES:

COLLECTION FEE: \$350.00 + FedEx Shipping Fees
COUNTER TO COUNTER AIR SHIPPING: \$475 + Air Shipping Fees

NO SEMEN WILL BE SHIPPED UNLESS BREEDING FEES HAVE BEEN PAID AND AGREEMENTS HAVE BEEN SIGNED AND RETURNED.

- 3) TO ORDER COLLECTIONS WHEN YOUR MARE COMES IN HEAT AND WHEN YOU WISH TO RECEIVE YOUR SHIPMENT OF SEMEN:

CALL STALLION SERVICES AT 330-889-2282

WEEKLY COLLECTIONS ARE 11 A.M. (EASTERN) MONDAY, WEDNESDAY, AND FRIDAY.
FOR A SATURDAY SHIPMENT, CALL BY 5 PM.(EASTERN) ON FRIDAY.

*REMEMBER 24 HOUR NOTIFICATION IS NECESSARY **(FIRST CALL FIRST SERVED)**

- 4) RETURN EQUITAINER AND CONTENTS (WITHIN 72 HOURS) TO:
STACHOWSKI FARM, INC., 12561 STATE ROUTE 44, MANTUA, OH 44255.
*IF NOT RECEIVED WITHIN 72 HOURS, YOU WILL BE CHARGED \$25.00 PER LATE DAY.
*IF NO RETURN, YOU WILL BE CHARGED \$300.00

- 5) PLEASE NOTIFY STACHOWSKI FARM INC. AT 330-274-2494, WHEN YOUR MARE IS CHECKED IN FOAL.

**SHIPPING INFORMATION SHEET
STACHOWSKI FARM – NUTCRACKER’S NIRVANA**

STACHOWSKI FARM, INC.
12561 State Route 44, Mantua, OH. 44255
Phone 330.274.2494 Fax 330.274.3598

MARE OWNER OR LEASEE:

PHONE: _____ **CELL:** _____

MARE’S NAME: _____ **REG#** _____
BREED _____

MARE’S NAME: _____ **REG#** _____
BREED _____

MARE’S NAME: _____ **REG#** _____
BREED _____

MARE’S NAME: _____ **REG#** _____
BREED _____

MARE MANAGER OR CONTACT: _____

PHONE: _____ **CELL:** _____

FAX: _____ **E-MAIL:** _____

FEDEX (next day delivery) _____ **HOLD FOR PICKUP:** _____ **SATURDAY DELIVERY:** _____

Or

AIRPORT (same day delivery) _____ **AIRPORT INITIALS:** _____

CLOSEST AIRPORT IF SHIPPING BY AIR: _____

AIRLINE: _____

SHIPPING ADDRESS:

FEDEX OR SATURDAY ADDRESS:

Credit Card Authorization Form – Shipped Semen

This form is used to authorize Stachowski Farm, Inc. to charge your credit card for ongoing shipments of semen, after the first shipment, via credit card. Please fill out form completely and return it to us via fax at (330) 274-3598, or via US Mail at the following address:

Stachowski Farm, Inc.
Attn: Payment Processing
12561 State Route 44
Mantua, OH 44255

Credit Card Information

Credit Card type: AMEX Discover MasterCard VISA

Card Number: _____ Exp. Date: _____

Card Security Value: _____
(See back of card for 3 or 4 digit number on signature strip or for AMEX on front above last digits)

Name on Card: _____

Credit Card Billing Address (where you receive your credit card statements):

Street: _____

City: _____ State: _____ Zip Code: _____ Country: _____

EMAIL: _____

Stachowski Farm, Inc. Account Information

Customer or Farm Name: _____

Address: _____

Horse Name (s): _____

Authorization

I hereby authorize Stachowski Farm, Inc. to charge for each semen collection shipment via Fedex or for each shipment via the scheduled airlines requested or Equitainer No-Return Charges.

COLLECTION FEE: \$350.00 + FedEx Shipping Fees

COUNTER TO COUNTER AIR SHIPPING: \$475 + Air Shipping Fees

RETURN EQUITAINER AND CONTENTS (WITHIN 72 HOURS) TO:
STACHOWSKI FARM, INC., 12561 STATE ROUTE 44, MANTUA, OH 44255.

*IF NOT RECEIVED WITHIN 72 HOURS, YOU WILL BE CHARGED \$25.00 PER LATE DAY.

*IF NO RETURN, YOU WILL BE CHARGED \$300.00

Cardholder Signature: _____ **Date:** _____