

WE ARE EPIIC, LLC

299 North Country Manor Lane
Alpine, Utah 84004

BREEDING AGREEMENT

This breeding agreement is entered into this ____ day of _____, 2014, by and between:

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

(hereinafter "Buyer") and WE ARE EPIIC, LLC (hereinafter "EPIIC"), for the purposes of the sale of breeding rights to the purebred Arabian Stallion EPPIC (pending), AHR # 661977 (hereinafter the "Stallion").

This Agreement is subject to the following terms and conditions:

1. Buyer hereby agrees to breed the following mare (hereinafter the "Mare") to the Stallion during the _____ breeding season:

Mare's Name	Registry & Registration Number
Age	Color
Sire's Name	Dam's Name

2. EPIIC agrees to provide fresh or cooled semen from the Stallion for the breeding fee of _____, with a live foal guarantee. The breeding fee is due as follows:

_____ A booking fee of \$_____ upon Buyer's execution of this Agreement; and
 _____ The balance of \$_____, which shall be paid ***prior to the first shipment of semen.***

3. Buyer also agrees to pay the following fees prior to the shipment of any semen or breeding of the Mare:

a. Next Day Semen Shipping Fee	\$ 275.00 (per shipment plus FedEx charges)
b. Same Day Counter to Counter Shipping Fee	\$ 395.00 (per shipment)
c. Shipping Container Deposit	\$ 250.00 (refundable)

Buyer understands that the Stallion is managed by Travis Training Center, Inc. and agrees to pay all charges and fees associated with this Agreement to Travis Training Center, Inc. Buyer agrees to the then current shipping fees and deposits charged by Travis Training Center, Inc. The Buyer shall be responsible for all costs in returning the semen shipping container to Travis Training Center, Inc. within 72 hours of Buyer receiving the shipping container. A late arrival charge of \$50.00 shall be charged each day the shipping container is not timely returned to Travis Training Center, Inc. In the event the shipping container is damaged or not returned to Travis Training Center, Inc., Buyer shall pay \$250.00.

4. Buyer shall have a qualified and licensed veterinarian examine the Mare for normal breeding conditions and determine that the Mare is in good physical and reproductive condition. All insemination shall be performed by a qualified and licensed veterinarian experienced in equine artificial insemination.

5. Buyer agrees to have a veterinarian examine the Mare for pregnancy by ultrasound within 20 days or less following the last date of insemination. Buyer agrees to notify Travis Training Center, Inc. of the results of such exam. Should the Mare fail to conceive after her third breeding cycle, return breeding privileges will be granted only after an examination by a qualified and licensed veterinarian and certification by the veterinarian that the Mare is able to conceive. Should the veterinarian determine that the Mare is unable to conceive or that the Mare is unlikely to conceive, Buyer may substitute another mare upon notification to Travis Training Center, Inc. All provisions of this Agreement shall govern.

6. Buyer shall maintain the Mare in good physical condition throughout pregnancy and shall vaccinate the Mare against Rhinopneumonitis at the 5th, 7th and 9th month of pregnancy.

7. None of the fees pursuant to this Agreement shall be refundable except where specifically indicated. Buyer shall have a return breeding to the Stallion (provided the Stallion is able to service mares) the following breeding season only for either the original Mare or an approved substitute mare should a live foal not result from the mating. ("live foal" is defined as a foal that stands and nurses without assistance for a period of at least 48 hours from the time of birth.) Should a live foal not result, such shall be evidenced by a written statement from a qualified veterinarian within one week from death of the foal, loss of pregnancy, stillborn or death of the mare prior to foaling. The veterinarian's statement must include the following:

- a. That the Mare was properly vaccinated against Rhinopneumonitis;
- b. That in the veterinarian's best judgment the Mare was maintained in reasonably good health and condition; and
- c. That the foal died and the date of death, that the pregnancy was lost, or that the foal was stillborn.
- d. Obtaining the veterinarian's written statement and providing such to Travis Training Center, Inc. is the sole responsibility of Buyer.

8. Buyer shall provide Travis Training Center, Inc. with at least 24 hours advance notice of semen request prior to collection and shipment (which may be up to 48 hours before the semen is received by Buyer and ready for insemination). Reasonable efforts will be made to comply with semen requests with less than 24 hours notice to Travis Training Center, Inc. Semen shall be provided on a "first come, first served" basis.

9. In the event the Stallion is exported, dies or becomes unfit for breeding prior to Buyer's mare being checked in foal, no live foal guarantee shall apply and no refund of any booking or breeding fee shall be refunded to Buyer. However, if frozen semen from the Stallion is available, such semen may be shipped to Buyer at Travis Training Center, Inc.'s discretion and Buyer shall pay the then current fees relating to frozen semen.

10. Buyer agrees that neither Travis Training Center, Inc. nor EPIIC shall have any liability of any kind to any party for any injury, disease, accident, or death to the Mare. Buyer also agrees that neither Travis Training Center, Inc. nor EPIIC shall have any liability of any kind associated with any delays or failure in semen delivery

11. If the Mare is to be re-bred the following year and Buyer fails to breed her or request semen for such breeding, then any and all fees paid by Buyer shall not be refundable and Buyer shall have no further breeding rights.

12. This Agreement and the breeding rights hereunder shall be **non-transferrable** by Buyer to any other third party unless and without the express written agreement by Travis Training Center, Inc.

13. In the event of any action at law or equity between the parties or arising out of this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses thereof, including reasonable attorney's fees and court costs. The parties agree that this Agreement shall be construed both as to validity and performance and enforced in accordance with the laws of the State of Utah and that Buyer specifically agrees to submit to the jurisdiction of the Utah County District Court, State of Utah.

14. No waiver of any breach of any term of this Agreement will be construed as a waiver of any subsequent breach of the Agreement or any term(s) thereof.

15. This Agreement is the complete agreement and understanding of the parties and supersedes and preempts any prior understandings, agreement or representations by or between the parties, written or oral.

16. Except in the event of gross negligence or willful misconduct by Travis Training Center, Inc., its agents, servants, or employees shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the Mare or any foal at side, personal injury or any other cause of action arising out of or in any way connected to this Agreement. In no event shall any liability for all causes of actions arising under this Agreement exceed the amount of the fees paid by the Buyer to Travis Training Center, Inc.

17. If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

The parties have executed this Agreement and certify that they have read, understand and agree to be bound by the terms of this Agreement.

BUYER:

WE ARE EPIIC, LLC
299 N. Country Manor Lane
Alpine, Utah 84004

By: _____ Date

By: _____ Date
Its: _____

Payment Information:

Credit Card Name & Number

Expiration Date

Name on Card

Signature