

2009 Jaks Artifacts Breeding Contract

This contract is entered into and is between the undersigned James Edwards, known as "STALLION MANAGER" and hereinafter referred to as "Stallion Manager". This contract sets forth the rights and responsibilities of the parties for the 2009 breeding season. The stallion providing breeding services under this contract is Jaks Artifacts AQHA #4430209 known as "STALLION" and hereinafter referred to as "Stallion". WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, Registration # _____, Breed _____, T # _____ (if applicable) it is now therefore agreed between the parties as follows:

- A) **Booking and Stallion Fees:** Mare Owner agrees to pay a non-refundable booking fee of \$250 USD to reserve a breeding, which shall be part of the Stallion Service Fee. For total consideration of \$1,500 USD (\$1,250 USD if booked prior to 1/31/09), excluding board care, farrier and veterinary fees. Stallion Manager hereby agrees to breed the Stallion to the mare as above-described. The breeding fee includes 2 semen shipments (FedEx, UPS, etc.). Mare Owner agrees to pay \$150 lab fee plus all shipping fees and container fees (if any) for each additional semen shipment. Breeding fee paid is only for the above mentioned mare. In the event more than one foal results, an additional full stud fee of \$1,500 will be due for each additional foal for which registration is applied. There will be no rebreeds should a second foal fail to survive unless an additional breeding fee has been paid.
- Any unpaid fees and expenses shall bear the interest rate of eighteen percent (18%) per annum until paid. The unpaid balance of each account is due and payable within ten (10) days following receipt of statement. Any past due account which shall not be paid within thirty (30) days of billing shall be subject to collection action, including placing the account in the hands of an attorney. Mare Owner agrees to pay all costs of collection, including charges, expenses, attorney fees and related costs which shall be incurred in the collection of this balance. Any "bad checks" or credit card "charge backs" will void any and all Stallion Manager Obligations including, but not limited to, live foal guarantees and rebreeding privileges.
- B) **Mare Breeding Option (please circle option and advise date)**
Mare Bred via Shipped Semen: Approximate first date expected semen to ship: _____. If mare is bred via shipped semen, booking fee, balance of breeding fee and any applicable shipped semen charges, container deposits, etc. must be paid in full prior to shipment of semen.
Mare Bred at The Farm ~ Mare Owner must also complete the "At The Farm" boarding agreement on or before mare arrives.
- C) **Shipping Container:** If using an Equitainer, a \$300.00 refundable shipping container deposit must be paid prior to semen shipment. Mare Owner understands that the shipping container is the sole property of James Edwards. Mare Owner agrees to return shipping container immediately (within 2 days of receipt) via Second Day Air Service at Mare Owner's expense or a \$25.00 per day rental fee will be charged. Should Mare Owner fail to promptly return the shipping container with all parts intact to James Edwards, Mare Owner agrees to pay for its value in an agreed upon amount of \$300.00. Mare Owner may choose to use a disposable shipping container at a cost of \$45.00 per shipment. Disposable containers do not require a deposit, but must be paid for prior to semen shipment.
- D) **Shipped Semen:** The Stallion will be collected on breeding days (Monday/Wednesday/Friday), beginning February 15th through June 15th. Mare Owner must contact James Edwards by phone by 6:00 p.m. California time the evening prior to a collection day to order semen. A shipment may be cancelled by the Mare Owner if James Edwards is contacted prior to shipment. Late orders, if available are subject to a \$25 late order charge. Semen will be shipped to the address provided with this contract. All address changes are the responsibility of Mare Owner. All fees must be paid prior to shipping. Stallion Manager certifies that the semen, when collected, will be reasonably acceptable for breeding. Stallion Manager makes no warranty or guarantee that semen will be available for delivery within a certain time period. Mare Owner understands that shipped semen is available on a first-come, first-served. While every effort will be made to ship viable semen, Stallion Manager makes no guarantee that the semen will safely reach the insemination point without losing integrity, quality or characteristics, or that shipping company or airline will deliver in a timely manner. If after 3 heat cycles or 70 days the mare is not in foal, then Stallion Manager may require that the mare be bred "At The Farm".
- E) **Cooled Semen Handling:** Mare Owner is responsible for breeding Mare and must comply with breed registry requirements. Mare Owner agrees that a licensed equine veterinarian or competent Mare Management facility that is qualified and experienced in the use and handling of shipped semen will inseminate the Mare. Mare Owner agrees to have mare inseminated within 32 hours after collection from the Stallion. Mare Owner agrees to use all semen for the Mare named in this Agreement and no other. Mare Owner agrees to notify Stallion Manager immediately if semen arrives in poor condition or shipping container has been tampered with.
- F) **Conditions:** Mare Owner whose signature appears below warrants that it is the manager of record, lessee, or authorized agent of the above named Mare. Mare Owner represents to Stallion Manager that Mare is healthy and in sound breeding condition. Mare Owner agrees to provide a copy of mare's registration papers with this Agreement.
- G) **Stallion Manager warrants** having full authority and power to transfer title of a breeding season to Mare Owner. The season granted under this contract is free from all liens and encumbrances.
- H) **Live foal guarantee:** This contract is a "live foal" contract. "Live foal" is herein defined as a newborn foal, which stands and nurses. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus/foal, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege in the current season or the following breeding season only. Substitution of mare may be allowed at the discretion of James Edwards. All other applicable breeding fees in affect at the time apply. When the mare is checked for pregnancy, the Mare Owner must contact James Edwards to advise him of her status. An ultrasound examination at 14-

16 days post ovulation and again at 24-35 days to confirm pregnancy is required to insure the live foal guarantee. Booster rhinopneumonitis vaccinations must be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. Failure to do this will void the live foal guarantee.

- I) **Certificates:** Breeder's Certificates will be issued when James Edwards has been notified Mare has delivered a live foal and all bills incurred by Mare Owner have been paid. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses. All associated fees or expenses related to foal nominations, are the responsibility of the Mare Owner.
- J) **Stallion:** In the event of the death of the above named Stallion this contract shall become null and void. Breeding fee less the nonrefundable booking fee shall be refunded to Mare Owner if the mare has not been bred. In the event of the Stallion's death prior to the delivery of a live foal, the live foal guarantee as above described shall become null and void.
- K) **Mare:** Should the mare die or become unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute mare to the Stallion. No refunds shall be permitted. No other fees or charges are refundable except as described above. No fees related to board or settling the mare are refundable.
- L) **General Conditions:** It is understood that the breeding season for The Farm commences on February 15st of the calendar year and terminates June 15th of the same calendar year. Mares that do not come into season or are not settled within the said breeding season as above described shall be carried over to the following year. Mare Owner agrees to pay applicable mare care, veterinary, farrier, and etc. fees in effect at the time. In the rebreed year, Mare Owner shall pay a \$250 rebooking fee. Mare Owner is responsible for all fees related to shipping semen. There are no free shipments in the rebreed year. Mare Owner agrees to hold STALLION MANAGER/FARM harmless if mare does not settle. All action with respect to this agreement will be instituted in a court sitting in San Joaquin County, California and the Mare Owner irrevocably and unconditionally submits to jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum. This contract represents the entire agreement between the parties and is not assignable by Mare Owner. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of California, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

This agreement is limited to the breeding season for the year of 2009.

Address of Record (Location for delivery of shipped semen):

Name of Facility: _____
 Contact person: _____
 Street address: _____
 City, state, zip: _____
 Phone: _____ fax: _____ Closest airport: _____
 Saturday delivery (if different from above)
 Name of Facility: _____
 Contact person: _____
 Street address: _____
 City, state, zip: _____

Stallion Manager: _____

Mare Owner: _____
 Address: _____

 Day phone: _____
 Evening phone: _____
 Fax: _____
 Email: _____

Mare Owner signature: _____

Date: _____

Make check payable to James Edwards & mail to
27229 Bruella Rd., Galt, CA 95632