

Chestnuthill ARABIANS

Breeding and Transported Semen Contract

PARTIES. This Agreement is made this _____ day of _____, 200____, by and between Chestnuthill ARABIANS, ("Chestnuthill"), P. O. Box 407, Gilbert, pa 18331 and the Customer described below ("Breeding Customer").

| | | | | |
|--------------------|------------|------------|------------|----------------|
| Customer Name | | Address | | |
| City | State | Zip Code | County | |
| Home Phone | Cell Phone | Work Phone | Fax Number | E-Mail Address |
| Farm or Ranch Name | | Address | | |
| City | State | Zip Code | County | |
| Farm Phone | Farm Fax | Email | | |

MARE INFORMATION. This Agreement relates to the mare described below ("Mare").

| | | | | |
|----------------------------|-------------|------------------|-------|--|
| Name of Mare | | Sire | Dam | |
| Registration No. | Date Foaled | Color | Breed | |
| Maiden? YES _____ NO _____ | | Foal at side by: | | |
| Insurance Carrier | | Insurance Agent | | |
| Policy Number | | Expiration Date | | |

Breeding History of the Mare

| Year | Bred | Conceived | Breeding Dates | Produced Live Foal |
|------|--------|-----------|----------------|--------------------|
| | Yes/No | Yes/No | | Yes/No |
| | Yes/No | Yes/No | Not Required | Yes/No |
| | Yes/No | Yes/No | Not Required | Yes/No |
| | Yes/No | Yes/No | Not Required | Yes/No |

WHEREAS, Breeding Customer has a legal interest in the above described Mare, including the legal right to breed the Mare to the Stallion: _____ ("the Stallion") during the 200____ breeding season.

FEE SCHEDULE:

1. Breeding Fee. Breeding Customer agrees to pay the following fees:

1.1 \$ _____ Breeding Fee. Breeding fee must be paid in full prior to the first shipment of semen unless other arrangements are agreed to in writing by Chestnuthill.

1.2 \$ _____ Booking Fee, a non-refundable booking fee to be paid at the time of the signing of this Agreement. Balance of breeding fee to be paid before Mare departs from Chestnuthill or before the first shipment of cooled or frozen semen.

1.3 \$ _____ Re-breed Fee subject to the conditions of paragraph 4.

2. **Charges, Fees and Expenses.** Mare owner agrees to pay Chestnuthill all charges, fees and expenses incurred by Chestnuthill in connection with the performance by it of its duties hereunder, including with out limitation the charges, fees and expenses set forth hereof.

3. **Rebreed Conditions**

4.1 Rebreed conditions (e.g. live foal guarantee) apply to a Mare that does not achieve a pregnancy in the current breeding season or does not produce a live foal if all of the conditions listed below are met. A live foal is defined as a foal that stands and nurses 24 hours of birth. Any requests for rebreeds in the following breeding season require a written certificate from a licensed equine veterinarian attesting to the circumstances entitling the Mare Owner to a rebreed.

4.2 Mare Owner agrees to have the Mare examined for pregnancy and to notify Chestnuthill of the results within ten days of the sixty-day check. **Failure to have the Mare thus examined or failure to notify Chestnuthill of the results shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void.**

4.3 Mare Owner must send a certificate from a licensed equine veterinarian to Chestnuthill within thirty (30) days of the discovery of the Mare's pregnancy loss, stillbirth, or newborn foal death. This certificate must include to following:

4.3.1 That the Mare was properly vaccinated against rhino pneumonitis in months 5, 7, and 9 of the pregnancy.

4.3.2 That in the licensed practitioner's opinion, the Mare was maintained in a reasonable state of health, including all vaccinations and deworming as deemed necessary.

IT IS THE MARE OWNER'S SOLE RESPONSIBILITY TO INSURE THAT SAID CERTIFICATE IS PROVIDED TO Chestnuthill.

4.4 Rebreeding right shall be valid ONLY for the subsequent breeding season. Substitution of different Mare than the Mare named in this Agreement must be approved by Chestnuthill.

4. **General Conditions**

5.1. In the event the Stallion or Mare becomes incapable to breeding or in the event that either the Stallion or the Mare dies the following shall apply:

- a. Death or incapacity of the Stallion before the Mare is bred: Chestnuthill shall have the option of:
- 1.) Breeding the Mare with frozen semen from the Stallion, or
 - 2.) Refunding the breeding fee identified in Paragraph 1 (excluding the booking fee) to the Mare Owner. The Mare Owner shall be liable for all other fees and expenses incurred until the date of death or incapacitation of the Stallion, and this Agreement shall terminate and become null and void, including the live foal guarantee and any applicable rebreeding rights of the Mare Owner.
- b. Death or incapacity of the Stallion after the Mare is bred, and the Mare Owner has the right to exercise the live foal guarantee identified in Paragraph 4. Chestnuthill shall have the right to choose one of the following options by giving notice to Mare Owner in accordance with the notice provisions of Paragraph 6.
- 1.) The breeding shall take place with frozen semen and this Agreement shall remain in full force and effect.
 - 2.) The breeding fee identified in Paragraph 1 (including the booking fee) shall be retained by Chestnuthill and the Mare shall be rebred with another mutually acceptable Stallion by Chestnuthill. If the substitute Stallion's breeding fee is less than that original Stallion's breeding fee, then the differences will be returned to the Mare Owner if previously paid in full.
 - 3.) The breeding fee identified in Paragraph 1 (excluding the booking fee) shall be refunded to the Mare Owner, the Mare Owner shall be liable for all other fees and expenses incurred to the date of the death or incapacity, and this Agreement shall terminate and become null and void, including the live foal guarantee and any applicable rebreeding rights of the Mare Owner.
- c. Death or incapacity of the Mare either before or after the Mare is bred, and the Mare Owner does not have the right to exercise the live goal guarantee:
- 1.) The stud fee identified in Paragraph 1 (including the booking fee) shall be retained by Chestnuthill and the Mare Owner may substitute another Mare for breeding within the calendar year's breeding season the Agreement, or for the calendar year's breeding season immediately thereafter, said substitute Mare being subject to the prior approval of Chestnuthill and in compliance with all the terms and conditions of this Agreement.

5. Notice:

In the event that any notice is to be given under the terms of this Agreement, or if either party desires to give any notice to the other, such notice is to be given in writing and sent Certified Mail, Return Receipt Requested, with all postage and certification charges thereon prepaid.

Notice to Mare Owner shall be given to the address given on the first page of this Agreement, or to any such other address as Mare Owner may hereafter direct in writing.

Notice to Chestnuthill Arabians shall be to: Chestnuthill Arabians
P. O. Box 407
Gilbert, Pa 18331
(610) 972- 9628

6. Regulations and Requirements of Registry or Governments:

Mare Owner assumes all responsibility for following the regulations or requirements that may be imposed by any breed registry or government agency, including but not limited to, obtaining permits to transport semen from the United States (and any applicable taxes, duties, or additional costs therein).

7. Release of Liability:

Mare Owner assumes all responsibilities for the condition of the Mare, and shall bear all risk of loss or damage. Chestnuthill, or any employees or agencies thereof, shall not be liable or responsible, in any way, for any disease, death, accident, or injury to the Mare, and the Mare Owner therefore holds harmless these persons and businesses from any and all damages therewith. In addition, Chestnuthill shall not be responsible for any delays or failures in semen delivery.

8. Service by Another Stallion:

Service of mare by another stallion after breeding under this agreement automatically voids this Agreement except for Customer's obligation to make any payments due Chestnuthill hereunder and Chestnuthill reserves the right to refuse to execute any papers necessary for the registration of any foal from the mare.

9. Seller's Agent Fee:

Mare Owner agrees to pay Chestnuthill a fee of fifteen percent (15%) of the sales price on any sale of the mare or the foal through the efforts of Chestnuthill.

10. Disclaimer of Warranties:

Chestnuthill hereby represents to Mare Owner that any semen shipped by or inseminated by Chestnuthill will be from the Stallion indicated above. Chestnuthill HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR

MERCHANTABILITY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THE WARRANTIES EXPRESSED HEREIN.

11. Non-Assignable:

Mare Owner may not assign any right or delegate any duties under this Agreement without the prior written consent of Chestnuthill.

12. Choice of Law, Jurisdiction and Venue:

This Agreement shall be a binding Agreement when signed and accepted by Chestnuthill Arabians. This Agreement and all matters collateral thereto shall be governed by the laws of the State of Pennsylvania. At the option of Chestnuthill, jurisdiction and venue for any dispute arising under or in relation to this Agreement shall be in Monroe County, Pennsylvania and Mare Owner hereby submits to the jurisdiction of the courts of said State and County for any action arising in connection with this Agreement.

13. Attorney's Fees:

In the event that legal counsel is retained to enforce the provisions of this Agreement or any action relating to this Agreement, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs including any appeals.

14. Entire Agreement:

This Agreement constitutes the entire agreement between the parties and any prior understandings, whether oral or written, with respect to this Agreement are expressly superseded. This Agreement may not be modified except in writing signed by both parties hereto. Such modification, amendment, or alteration shall be given only for the specific purpose(s) for which given.

15. Severability:

If any provision of this Agreement shall be invalid and unenforceable under applicable law, the same shall be deemed stricken from the Agreement and shall in no way affect any other provision of this Agreement. This Agreement shall remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

I/We the undersigned certify that we are the Mare Owner named herein or duly authorized agent thereof, and as such have the authority to enter into this Agreement, as witnessed by my/our signature(s). I/We also certify that I/we have read and understand the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first above written.

Chestnuthill ARABIANS

BY: _____

Date: _____

BREEDING CUSTOMER

Signature: _____

Print Name: _____

Date: _____