

# Breeding Contract

## JF HATIM

Contract # \_\_\_\_\_

Breeding Season, 2009

This contract is made this \_\_\_\_\_ day of \_\_\_\_\_ month 2009, by and between Jennifer Faga and \_\_\_\_\_ (mare owner/lessee)

(address) \_\_\_\_\_ (telephone day)

\_\_\_\_\_ (telephone evening)

Name of Mare \_\_\_\_\_

AHRA# Date of Birth \_\_\_\_\_

Stud Fee Total \$ 1500.00

Booking Fee \$500.00 NON REFUNDABLE

Balance of Stud Fee \$ \_\_\_\_\_ PAYABLE PRIOR TO DEPARTURE FROM OMNI ARABIANS OR PAYABLE IN FULL PRIOR TO SEMEN SHIPMENT

1. The booking fee is deducted from the total amount of the stud fee, is non-refundable and must be paid in full before the mare can be bred. Booking fees may not be sold or transferred. Booking fees are to be used during the breeding season for which they are purchased. In the event mare does not settle or a breeding for a \$ 500.00 fee will be due to carry over into following season.

2. Stud fees must be paid in full, in advance, prior to mare breeding or shipment of transported semen.

3. No Mare will be bred without a signed, completed contract, and without deposit fees made to Omni Arabians to cover costs and Stallion Handling fee.

4. For mares brought to OMNI Arabians for breeding, OMNI will bill for services provided. Refer to OMNI for service fees. All board, veterinary, medical, farrier and other related expenses incurred while above-named mare is at OMNI Arabians will be paid by mare owner prior to mares departure and are payable monthly. OMNI will not release the Mare unless all fees have been paid.

5. Jennifer Faga reserves the right to withhold the AHRA Registration papers signature until all fees due to Jennifer Faga or Omni Arabians are paid in full.

6. Mare Owner fully understands and agrees that OMNI or Jennifer Faga is under no obligation to and will not carry any public liability, accidental injury, theft or equine mortality insurance on the mare and/or foal and that all risks connected with breeding, boarding and/or transporting (if necessary) of the mare and/or foal are to be borne solely by the Mare Owner.

7. Mare Owner hereby agrees, jointly and severally, to indemnify OMNI Arabians and Jennifer Faga' harmless against and from all losses, damages, claims, actions, causes of action, suits, judgments and proceedings of every nature and description arising out of or in any way connected with the mare and/or foal or the breeding, care, custody or control of the mare and/or foal, including, but not limited to, any and all costs, expenses and legal fees incurred by OMNI in connection therewith. During the time that above said mare is in the custody or under the control of OMNI, OMNI shall not be liable for any sickness, theft, death or injury which may be suffered by the mare and/or foal at side, or for any other claim or cause of action whatsoever arising out of or in any way connected with OMNI's care, custody, control, breeding, boarding, or transporting of mare and/or foal.

10. The mare owner may not substitute another mare for breeding without prior written consent from Jennifer Faga.

11. A \$400.00 ( **four** hundred dollar) Collection and Shipping Fee per shipment and per mare. This fee covers collection of stallion, laboratory and semen preparation, packaging of semen for shipment, and overnight federal express. A one time/per year fee of \$300.00 (three hundred dollars) for the handling of the stallion. Counter to Counter Shipping Charges are an additional \$150.00 (one hundred **fifty** ) per shipment. Stallion Manager does not guarantee that the semen will be shipped on any given flight, but will make every effort to have the semen on the earliest flight possible. Stallion Manager is not responsible for semen once semen leaves the Farm. If semen is lost, misses flight or does not arrive to Mare Owner on time, Mare Owner is still responsible for all costs of collection, shipping, and return shipping charges.

12. LIVE FOAL GUARANTEE: Should the mare fail to conceive, abort, dies, or not produce a 'Live Foal' (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then **Jennifer Faga' guarantees that** Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of **Jennifer Faga' )** within the current or the following year only.

This provision is subject to proof of current EHV and Rhinoneumanitis vaccinations of dam at 5,7,9 months.

13. OMNI Arabians must be notified within 24 hours prior to all semen shipments.

14. Should JF Hatim die or become unfit for service or be sold before the Mare is serviced and settles, the Mare Owner will be refunded their total deposit towards the breeding.

15. This contract may not be transferred by the Mare Owner.

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signature -**Jennifer Faga' Owner JF Hatim**

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**Signature of Mare Owner**

**Address**

**Phone Number**

**Please Fax contract to: 954-337-7727**

**attention Jennifer Faga'**

**Beshraka Egyptian Stud**

**Call 914-673-2024 for address to send check and original**

**Multiple Mare Discount-call for information**

**Early Booking Discount- call for Information**