

## 2008 Black Sky Affair Breeding Contract

This contract is entered into and is between the undersigned *Picture Book Farms, LLC*, known as "STALLION OWNER" and hereinafter referred to as "Farm" or "Stallion Owner". This contract sets forth the rights and responsibilities of the parties for the **2008** breeding season. To complete the agreement Addendum(s) for Shipped Cooled with Mare Disclosure Forms will be required. These will be noted below. The stallion providing breeding services under this contract is **BLACK SKY AFFAIR, AQHA # X0588537**. WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name \_\_\_\_\_,

Registration # \_\_\_\_\_, Breed \_\_\_\_\_,

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 \$400.00 USD to reserve a breeding for the year 2008, which shall be part of the Stallion Service Fee. For total consideration of \$\_\_\_\_\_ USD, excluding mare care, Farm hereby agrees to breed the stallion, **BLACK SKY AFFAIR, AQHA # X0588537**, to the mare belonging to Mare Owner as above-described. Breeding fee paid is only for the above mentioned mare. Should more than one embryo result from a breeding, Mare Owner must pay an additional Stallion Service fee within sixty (60) days of breeding in order to receive a breeding certificate for additional foal(s). Multiple mare discount(s) in effect at time will apply.

**B) Stallion Owner/Farm Warrants:** Stallion Owner is the sole owner of the stallion referenced above. And has 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.

**C) Live Foal Guarantee:** This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. 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 (2008) of the following breeding season (2009) only. Substitution of Mare will be allowed.

**D) Stallion:** In the event of the death of the above-named Stallion, this contract shall become null and void. Breeding fee less the non-refundable 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 live Foal, the live Foal guarantee as above described becomes null and void. If the Stallion is sold, arrangements will be made with the new owner for rebreed purposes, by Picture Book Farms before sale is complete.

**E) Mare:** Mare Owner agrees to provide a negative uterine culture and equine cytology with sensitivity, within 30 days, on any open/barren mare **prior** to shipping semen. Farm may refuse to ship semen requests without said tests. Maiden mares in absence of said tests may be required to provide satisfactory results prior to a third shipment of semen. 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 or forfeit the rebreed. No refunds shall be permitted. No other fees or charges are refundable except as described in this paragraph. No fees related to board or settling the mare are refundable.

### **COOLED SHIPPED SEMEN CONDITIONS:**

**1) Cooled Transported Semen (CTS)** is available. The charge for shipping and collecting the semen will be \$300.00 per shipment. Standard shipment will via Federal Express **NEXT MORNING DELIVERY** within the Continental United States. A complete physical address will be required for proper delivery of semen. **SEMEN COLLECTION/SHIPPING DAYS** are Monday through Friday.

**2)** It is the Breeder's responsibility to ship semen in a viable condition to the mare owner, to the best of their ability. All shipments will leave the premises having been analyzed for motility and sperm count. The semen has previously been analyzed and tested to be free from infectious disease. All procedures for collection and packaging meet or exceed the standards of our industry. Once the semen leaves the farm, it is in the hands of the shipper, and semen quality is dependant on that handling. The mare owner is responsible for the shipment once it leaves our hands. It is the mare owner's responsibility to file claims as to loss of time due to late, lost or dead shipments. The mare should be inseminated immediately upon receipt of the semen by a licensed veterinarian. The semen may only be used for the designated mare. Two (2) breeding doses will be shipped **when possible** with each shipment. Mares residing at the breeding farm have first priority over mares receiving shipped semen.

**3) REQUESTS FOR SHIPMENTS** must be made by phone to Picture Book Farms no later than 8:00 A.M. central time on collection/shipping days. When possible, please notify Picture Book Farms of your mare's reproductive status so that shipment date maybe anticipated. Then you need to follow up with the final order. Requests will be honored in order of receipt. **PAYMENT** arrangements must be completed with Picture Book Farms prior to shipment of

semen. Mare Owners are required to have their licensed veterinarian check the semen prior to insemination. Once the semen is inseminated, we will not refund any part of the shipping/collection fee.

**4)** A designated veterinarian should examine the mare for pregnancy between fourteen (14) and thirty (30) days after last insemination and the results mailed to the Stallion Owner. A breeder's certificate shall be issued to the mare owner upon notification of a live foal. If, however, any charges incurred on behalf of the mare named in contract remain unpaid, no certificate will be issued until remaining charges are cleared. **Please notify** Picture Book Farms of the result of your mare's pregnancy check.

**5)** The Mare Owner bears all responsibility for insurance risk of loss to the mare in connection with this contract. Additionally, the Mare Owner assumes the risks inherent with all horse related activities, including but not limited to: the semen, the shipping container and risk of personal injury to the Mare Owner and his/her family or anyone else associated with the breeding efforts resulting from this contract. The Mare Owner agrees to look solely to his/her insurance for compensation for any breeding activity type loss, and further agrees to indemnify and hold harmless the Stallion Owner and Breeder, including agents, Veterinarians, employees and all family members of each herein described.

**6)** The parties hereby further agree that this Agreement will be transacted and will be strictly enforced pursuant to the Rule of Artificial Insemination and Transported Cooled Semen as described in the 2008 edition of the AQHA Official Handbook. As required by the aforesaid rule, the Mare Owner additionally agrees to return the completed copy of the Cooled Transported Semen Certificate, which will accompany each shipment of cooled shipped semen, to AQHA and the breeder within **15 days** of insemination. The party also agrees to abide by the rules of any registry approving the use of Cooled Transported Semen (CTS) for its breed.

**7)** The Mare Owner's signature on this agreement certifies that he/she has read and fully understands all terms and conditions outlines herein and accepts this document as a legal and binding instrument on behalf of the mare owner and all future heirs, agents, successors and assigns. This Agreement constitutes the entire agreement between the parties. No further agreements, whether verbal or implied, are included.

**8)** The Mare Owner understands that the shipping container (either equitainer or disposable) used for the transport of the semen is the sole property of Picture Book Farms and the Mare Owner has no ownership rights in the container. Mare Owner is responsible for the equitainer until it arrives back to Picture Book Farms. CONTAINER RETURN is required within 48 hours after insemination to avoid late fees. A late fee of \$20.00 per day will be charged. We recommend that you insure Equitainers for \$300.00 in case of loss of contents or entire unit. Equitainers not returned to Farm will incur a \$300.00 replacement charge. Disposable shipping containers not returned will incur a \$45.00 replacement charge.

**General Conditions:** Mares that do not come into season or are not settled within said breeding season shall be carried over to the following year. In the re-Breed Year, a **\$300.00** Rebreed Fee applies. Mare Owner is responsible for all fees related to shipping semen as are in effect at time of shipping. There are no free shipments in the rebreed year. Mare Owner agrees to hold Stallion Owner/Farm harmless if mare does not settle. All action with respect to this agreement will be instituted in a court sitting in Okaloosa County, Florida and the mare owner irrevocably and unconditionally submits to the 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. WARNING-UNDER FLORIDA LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES. This contract represents the entire agreement between the parties and is not assignable by Mare Owner without written permission of Stallion 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 Florida, 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.

**Mare Records** – A photostatic copy of registration papers (both sides) is required.

**Please Answer All:** 1) Is Mare Maiden? Yes or No ? 2) Is Mare Open for 2008 Season? Yes or No?

**3)** Is Mare currently in foal? \_\_\_\_\_ Date? \_\_\_\_\_

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Signed by Picture Book Farms, Agent  
845 Mayo Trail, Crestview FL 35236  
PH: 850-682-4778  
PH: 850-865-0506  
Fax: 850-398-8474

Date

**Agent for Mare Owner (If Applicable):**

Agent Name: \_\_\_\_\_

Agent Address: \_\_\_\_\_

Agent Daytime Phone: \_\_\_\_\_ Agent Evening Phone: \_\_\_\_\_

Agent Fax: \_\_\_\_\_

**Mare Owner/Lessor (Please Circle One):**

Name: \_\_\_\_\_

Farm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Day/Work Phone: \_\_\_\_\_

Evening/Home Phone: \_\_\_\_\_

Fax No: \_\_\_\_\_

Cell Ph: \_\_\_\_\_

Website: \_\_\_\_\_

Email: \_\_\_\_\_

Mare Owner/Lessor AQHA/PHBA or Other ID # \_\_\_\_\_

Mare Owner/Lessor SS #/Federal Tax ID # \_\_\_\_\_

**NOTE: If Mare is Leased:**

A Copy of AQHA Lease Agreement MUST be Attached.

**SIGNATURE & DATE:**

Payment is accepted by Check or Credit Card (Visa/Mastercard)

**Credit Card Information and Authorization**

Please furnish the following information prior to the first shipment. Return this original form signed to  
Picture Book Farms  
845 Mayo Trail  
Crestview, Florida 32536  
Also, retain a copy for your records.

Read carefully before signing: By signing or otherwise authorizing the charges reflected above, I agree to pay the full amount thereof in the event that such charges are declined or refused by my bank or credit provider. Additionally, I agree to pay interest at the rate of 12% per annum on all charges and attorneys fees and costs incurred in collection of the charges.

I, \_\_\_\_\_, authorize Picture Book Farms to charge shipping fees and any unpaid fees owed to my:

Check one: ( ) Visa ( ) Visa Checkcard ( ) Mastercard

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration Date: \_\_\_\_\_/\_\_\_\_\_

Name on Card (exactly as appears) \_\_\_\_\_

Address where Credit Card is billed: \_\_\_\_\_

Card Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_