

**EAGLE POINT ARABIANS, INTL.
BREEDING CONTRACT**

1. Owner of Mare _____ Telephone _____
2. E mail _____, Address _____
3. Name and Reg. # of Mare _____
4. Stallion to be bred to: _____ Reg. # _____
5. Breeding Season Year _____, Filly Guarantee ___ Y ___ N
6. Owner of Stallion _____, Telephone _____
7. Address: _____ E Mail _____

THE PARTIES HEREBY AGREE TO THE FOLLOWING:

FEES:

The breeding fee for _____ is _____, payable as follows:

1. Booking fee (non-refundable) _____ At time of signing of contract.
2. Breeding Fee _____ payable : _____ at time of signing of contract. Balance due prior to first shipment of semen in the amount of _____.
3. Collection Fees:
 - a. Equitainer deposit of \$300.00 – fully refundable after mare is checked in foal, and equitainer has been returned within 72 hours of receipt of shipped semen. A late fee of \$50.00 shall apply for each day after the 72 hours required time: Mare owner being responsible for all shipping costs for receipt of container and return .
 - b. Collection and handling fees: A \$250.00 collection and handling fee per collection which includes : lab fees, collection fees, preparation and packaging.
 - c. Rates may vary, but most U.S. destinations are \$60.00 for Overnight shipping with \$75.00 for Overnight shipping for Saturday. Mare owner to provide Federal Express Account Number at time of shipment.

LIVE FOAL GUARANTEE:

Owner of the stallion guarantees a live foal to be born of this breeding, with the foal living at least 72 hours after the birth. If you foal should die, or your mare miscarry, then upon receipt of a Veterinary Report stating the fact of the death or loss, your mare may be rebred with no additional stud fee charged. Only the Collection Fees will be due at the onset of the rebreed. In the event that the

stallion to which your mare was bred is no longer available, you will be able to breed to another of the Farms stallions, or have you breeding fee returned, at the option of the stallion owner. No collection fees are refundable under any situation. This guarantee is not transferable to another person or another mare or stallion, however if the mare is sold, it is transferable to the new owner of record. If the mare fails to settle after three breedings, the stallion owner may require the mare to be cultured or biopsied to determine breeding soundness, and if found unsound, stallion owner may require another mare be substituted. The live foal guarantee is good for the next breeding season only.

TRANSPORTED SEMEN:

Stallion owner shall provide semen from the above mentioned stallion, in a good and well packaged form, but makes no warranty as to the semen after it has left the stallions place of collection. Mare owner is to request semen at least 24 hours prior to shipment, and stallion manager shall provide the semen on a first come, first served basis, and has to right to refuse collection and shipment on a holiday , Saturday or Sunday. It is the mare owners responsibility to insure proper handling and insemination as to the mare.

INCAPACITY OF STALLION

If the stallion should die or become incapacitated then this Agreement is terminated, and all breeding fees shall be returned to the Mare Owner, if the mare has not already been bred and delivers a live foal under the terms above. If the stallion is sold, the above is also in effect.

ARBITRATION

If the parties should have a dispute as to this contract, an arbitrator, of whom both of the parties agree, shall be chosen and shall settle this matter, as if it was settled in a court of law and the parties shall agree to be bound by the decision of the arbitrator, the losing party paying for all costs of arbitration. The above agreement is the full statement as to this contract for breeding. No changes shall be made without the full consent of both parties. It should be noted that if the mare owner elects to include the filly guarantee, it will be incorporated by reference to this agreement.

Signed: Mare Owner _____ Date _____
Stallion Owner _____ Date: _____

PAYMENT INFORMATION: