



Grey Arabian Stallion AHR #575642
Breeding and Transported Semen Contract

PARTIES. This Agreement is made this _____ day of _____, 201____, by and between Jim & Linda Witzal, 379 Dover Chester Rd Randolph NJ 07869 (“Stallion Owner”) along with their agent Sultana Stables Inc., and the Customer described below (“Mare Owner”).

MARE OWNER 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, Mare Owner has a legal interest in the above described Mare, including the legal right to breed the Mare (no embryo transfer without express written permission) to the Stallion: _____ (“the Stallion”) during the 201____ breeding season.

FEE SCHEDULE:

1. **Breeding Fee.** Mare Owner agrees to pay the following fees:
 - 1.1 \$ _____ Breeding Fee. Breeding fee must be paid in full prior to the inseminated or the first shipment of semen unless other arrangements are agreed to in writing by Stallion Owner.
 - 1.2 \$ _____ Booking/handling fee, a non-refundable booking/handling fee to be paid at the time of the signing of this Agreement. Balance of breeding fee to be paid before Mare is inseminated or before the first shipment of cooled or semen.
 - 1.3 \$ _____ Re-breed Fee subject to the conditions of paragraph 4.
2. **Charges, Fees and Expenses.** Mare Owner agrees to pay Stallion Owner all charges, fees and expenses incurred by Stallion Owner in connection with the performance by it of its duties hereunder, including without limitation the charges, fees and expenses set forth hereof.
3. **Rebreed Conditions**
 - 3.1 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.
 - 3.2 Mare Owner agrees to have the Mare examined for pregnancy and to notify Owner of the results within ten days of the sixty-day check. **Failure to have the Mare thus examined or failure to notify Stallion Owner of the results shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void.**
 - 3.3 Mare Owner must send a certificate from a licensed equine veterinarian to Stallion Owner within thirty (30) days of the discovery of the Mare's pregnancy loss, stillbirth, or newborn foal death. This certificate must include to following:
 - 3.3.1 That the Mare was properly vaccinated including against rhino pneumonitis in months 5, 7, and 9 of the pregnancy.
 - 3.3.2 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 OWNER.

 - 3.4 Rebreeding right shall be valid ONLY for the subsequent breeding season. Substitution of different Mare than the Mare named in this Agreement or embryo transfer must be expressly approved by Owner in writing.
4. **General Conditions**
 - 4.1. In the event the Stallion or Mare becomes incapable or unavailable to breed 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: Stallion Owner shall:

Refund 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. 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:

The Breeding fee identified in Paragraph 1 (including the booking fee) shall be retained by Stallion Owner 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 Stallion Owner and in compliance with all the terms and conditions of this Agreement.

5. Notice:

In the event that any notice is 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 Stallion Owner shall be to: Jim & Linda Witzal, 379 Dover Chester Rd Randolph NJ 07869.

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. Mare Owner represents that the mare is healthy and sound. Mare Owner is responsible to reasonably monitor the pregnancy and provide reasonable medical care during the pregnancy. Any artificial insemination must be conducted by a licensed veterinarian or licensed reproductive technician.

Stallion Owner, or any employees, agents or agencies thereof, (including but not limited to Sultana Stables Inc.) 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, Stallion Owner 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 Mare Owner's obligation to make any payments due Stallion Owner hereunder and Stallion Owner 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 Sultana Stables, Inc. a fee of twenty percent (20%) of the sales price on any sale of the mare or the foal through the efforts of Stallion Owner or Sultana Stables, Inc.

10. Disclaimer of Warranties:

Stallion Owner hereby represents to Mare Owner that an semen shipped by or inseminated by Stallion Owner will be from the Stallion indicated above. STALLION OWNER 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 express written consent of Stallion Owner. Mare Owner may not substitute another mare or have an embryo transferred, keep or freeze shipped semen, or inseminate multiple mares without the prior express written consent of Stallion Owner.

12. **Choice of Law, Jurisdiction and Venue:**

This Agreement shall be a binding Agreement when signed and accepted by Stallion Owner. This Agreement and all matters collateral thereto shall be governed by the laws of the State of Delaware. At the option of Stallion Owner, jurisdiction and venue for any dispute arising under or in relation to this Agreement shall be in Sussex County, Delaware 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.

STALLION OWNER	MARE OWNER
BY: _____ Jim or Linda Witzal	Signature: _____
Date: _____	Company: _____
	Print Name: _____
	Date: _____