

**SHAIKH AL NADIR
BREEDING AGREEMENT
2010Breeding Season**

This agreement, made and entered into this ____ day of _____, 200 __, by and between

Name: _____

Farm Name: _____

Address: _____

Telephone(s), Fax, and email: _____

Hereinafter referred to as "Mare Owner" and Two Silos Farm Egyptian Arabians, LLC, 436 Wren Road, Rogersville, Missouri 65742, hereinafter referred to as "Stallion Owner".

WITNESSETH

Whereas, Two Silos Farm Egyptian Arabians, LLC are owners of the stallion named **Shaikh al Nadir**, AHA#629381, hereinafter referred to as the "Stallion", whereas such stallion shall stand at Two Silos Farm Egyptian Arabians, LLC, and whereas Mare Owner has the following ownership rights to the following said mare.

Registered Name of Mare: _____

AHA# _____ D.O.B. of Mare: _____

Registered Owner Name: _____

Whereas, Stallion will stand at stud for the current breeding season from April 15 to November 1. This period shall be defined as the normal breeding season (hereinafter referred to as the "breeding season"). Any extension of the breeding season for any Mare or for any reason shall be at the sole discretion of the Stallion Owner.

THE PARTIES HERETO AGREE AS FOLLOWS:

FEES:

The Breeding Fee for **Shaikh al Nadir** is **\$2,000**. The Stallion Owner hereby grants Mare Owner one season's booking during Mare's Breeding Period for Stallion's servicing of Mare, and hereby guarantee a live foal pursuant to the LIVE FOAL GUARANTEE section of this agreement.

The Breeding Fee shall be payable as follows:

- A non-refundable breeding deposit of **\$500** is payable upon signing of this contract.
- The remaining balance of **\$1500** is due immediately after Mare checks 60 days in foal.
- All amounts paid by the Mare owner are subject to BREEDING, or DEATH, EXPORTATION, OR INCAPACITY OF STALLION SECTIONS hereof this agreement.

In the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Owner a rehandling fee of **\$250** prior to the rebreed.

In addition, the following fees shall apply and are payable prior to shipment(s):

1. A **\$300.00** refundable equitainer deposit. The equitainer deposit will be refunded after Stallion Owner receives written confirmation that the mare has been checked sixty days in foal or upon written termination of this contract. The equitainer must be returned to Stallion Manager within 72 hours of receipt of shipment by Mare Owner or Mare Owner's breeding agent. A late fee of **\$50.00** per day shall be deducted from the refundable deposit if equitainer is not returned within said time limits. Additional late fees can accrue beyond the cost of the deposit if not returned. Mare Owner is responsible for all return shipping charges to Stallion Owner. **Disposable shipping containers are available at a reduced cost, if acceptable to Mare Owner.**
2. A **\$300.00** Collection and Semen Handling Fee per shipment and per mare. This fee covers collection of stallion, laboratory, semen preparation, and packaging of semen for the shipment.
3. Federal Express shipping charges. Prices will vary according to destination and whether weekday Saturday delivery. A Federal Express account number or credit card number is required for shipment(s).

BREEDING

Stallion Owner reserves the right to require a mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Stallion Owner also reserves the right to discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another Mare to fulfill the terms of the Agreement and must notify the Stallion Owner in writing of a change in mare.

At no time may a semen shipment be split for use in unauthorized mares or frozen. Mares donating eggs for ICSI/Oocyte Transfer Procedure require an addendum to this contract. Mare Owner must inform Stallion Owner of this condition before the signing of this Agreement.

The Stallion Owner reserves the right, although unlikely, to suspend collection of the Stallion for a period of time necessary to promote the Stallion in the best interest of the Stallion Owner and the Mare Owner. During this time, Mare Owner understands that Mares that come into heat may not be bred during this particular heat cycle. It is Mare Owner's responsibility to check on availability of Stallion for breeding during these times.

LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die, 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 72 hours from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon approval of the Stallion Manager) within the current or following breeding season only.

Mare Owner shall notify Stallion Owner within sixty days of the last day of Breeding Season if the Mare did not conceive, in order to be eligible for a rebreed. Mare owner shall also notify Stallion Owner within thirty days of the Mare's abortion, should the mare abort.

In the event the Mare does not produce a "Live Foal", then Mare Owner shall provide Stallion Owner with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death.

In the event that Mare dies, Mare Owner shall provide Stallion Owner with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis (EHV-1) in the fifth, seventh, and ninth month of the Mare's pregnancy. Mare Owner shall provide a veterinary certificate indicating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section.

Live Foal Guarantee to Stallion shall lapse and the Stallion Owner shall have no further obligation under this section if:

1. Mare Owner fails to rebreed during acceptable return breeding periods as defined in this section.
2. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
3. Mare is bred by any other stallion without written consent by Stallion Manager prior to rebreed.
4. Mare is substituted with another mare without written consent by Stallion Manager.
5. Mare fails to conceive, aborts, or dies, and Mare Owner fails to notify Stallion Owner as defined in this section.

DEATH, INCAPACITATION, OR EXPORTATION OF STALLION

Should stallion die, become incapacitated, or exported before Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Owner shall return all fees to the Mare Owner. Should the stallion die, become incapacitated, or exported after servicing of the Mare and Mare does not produce a Live Foal pursuant to this Agreement, then Stallion Owner shall return the breeding fee less the non-refundable deposit and any outstanding miscellaneous fees. Frozen semen is not available to replace collection.

TRANSPORTED SEMEN

Stallion Owner shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the shipping container has left Two Silos Farm, LLC.

Stallion Owner shall collect and transport semen on Monday, Wednesday, and Friday only. Stallion Owner reserves the right to not collect or transport semen on Holidays.

Mare Owner shall request collection of transported semen 24 hours prior to shipment.

Stallion Owner does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Owner shall provide semen on a "first come, first serve" basis and shall not guarantee semen to Mare Owner if the Stallion is overbooked on that particular day.

Mare Owner shall have the responsibility to insure proper handling and insemination of the semen into the Mare.

INDEMNITY

Two Silos Farm Egyptian Arabians, LLC and it’s owners, principals, agents, employees, veterinarians, or farriers shall not be liable for any sickness, disease, astray, theft, death, or injury which may be suffered by Mare and/or Foal during the time that Mare is in the custody Two Silos Farm Egyptian Arabians, LLC or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, transporting, or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare Owner, its agents or employees may receive while on the premises of Two Silos Farm Egyptian Arabians, LLC. Mare Owner fully understands that Two Silos Farm Egyptian Arabians, LLC does not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and/or Foal, and that all risks connected with breeding, boarding, transporting, or providing any other services to Mare and/or Foal are to borne solely by Mare Owner.

Under Missouri 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, pursuant to the revised statues of Missouri.

This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. **NOTE: this contract is non saleable and non transferable.**

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

Agreement executed by Mare Owner this _____ day of _____ 200____.

Mare Owner Signature:

Printed Name:

Date: _____

Two Silos Farm Egyptian Arabians, LLC

Authorized Signature: _____

Title: _____

Date: _____

PAYMENT INFORMATION: Visa and MasterCard Accepted

Credit Card #: _____ Expiration Date: _____

Name on Card: _____ Signature: _____

Federal Express Account Number: _____