

Eternety

Breeding Agreement: 2009

Breeding Contract: 2009

Name of Mare: _____ Registration #: _____

Color: _____ Date of Birth: _____ Last Year Bred: _____

This Agreement is made this _____ day of _____, 2009 by and between **Catherine L. Linderman MD** (Linderman Farms & Stables LLC) hereinafter referred to as "Stallion Owner", and:

Mare Owner: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Telephone #: _____ Fax #: _____ email: _____
hereinafter referred to as "Mare Owner".

Stallion Owner agrees to breed the above listed Mare to **Eternety** (AHR#: 416770) during the year N/A breeding season. The stud fee shall be **\$3,000.00 / 2,000.00** (Three Thousand DOLLARS [Purebred] / Two Thousand DOLLARS [Non-Purebred])

Fees are to be paid as follows:

A non-refundable booking fee / down payment of **\$1,000.00** for this breeding, payable on execution of this contract. The balance of the breeding fee is to be paid as follows:

Payment #:	Payment Amount:	Amount Due:	Balance Due & Date:

NOTE: Make all Stud Fee Payments payable to : Catherine L. Linderman MD

1. If the Mare fails to conceive or maintain a pregnancy she may be returned to **Eternety** and be re-bred within the same breeding year with no additional re-handling fee. In the event that the Mare is returned the following breeding season, a re-handling fee of \$500.00 will be charged to the Mare Owner. The re-breeding is available only for the same Mare, or a substitute approved in writing by the owner. Such approval not to be withheld unreasonably.

2. If the Mare fails to produce a live foal (defined as one that survives for 72 hours, as certified in writing by a licensed veterinarian within one week of foaling), Stallion owner will provide a re-breeding to the stallion, with no additional stud fee due. A re-handling fee of \$500.00 will be charged by Linderman Farms & Stables LLC to the Mare owner.

3. If the Stallion is not available for service due to death, injury, or sale, frozen semen may be substituted for live or cooled semen. Frozen semen will be supplied at the discretion of the Stallion Owner and only to Mares that are breeding sound. In the event that there is no frozen semen available, the stud fee [less the booking fee] will be returned.
4. Stallion Owner shall provide a Certificate of Service and all signatures required of the Stallion Owner to register the foal from this breeding in the appropriate horse registries. In the event of any failure by Mare Owner to pay Stallion Owner fees and expenses (pursuant to this contract or any other contract or obligation related to this breeding), a Certificate of Service or signatures will not be provided until all defaults are cured.
5. All breeding methods, techniques and timing shall be at the sole discretion of the Breeding Provider and within the limits prescribed by the Arabian Horse Registry of America, Inc.
6. Signer represents that he/she is the owner/lessor of the above named Mare and agrees to indemnify, defend and hold harmless Stallion Owner and/or the Breeding Facility in the event that ownership or authorization of the below signed customer is disputed.
7. This agreement constitutes the entire understanding of the parties, no oral agreement shall modify it in any manner. The terms of this agreement shall only be modified by written agreement signed by both parties.
8. This agreement must be returned, fully executed, accompanied by the required fee, within ten days of the date shown below. If not, this agreement is voidable at the sole option of the Stallion Owner.
9. A separate board agreement for those Mares being bred at the Breeding Facility or shipped semen agreement for those Mares not bred at the Breeding Facility must be signed and received before breeding commences.
10. This Breeding Agreement is transferable only with the written consent of the stallion owner. Reasonable consent to transfer breeding privileges will not be withheld.
11. All Handling-Fees to be paid by Mare Owner.

Owner/Agent of Mare: _____ Date signed: _____

Owner/Agent of Stallion: _____ Date signed: _____

NOTE: Make all Stud Fee Payments payable to: Catherine L. Linderman MD

Linderman Farms & Stables LLC
5559 N. Yellowstone HWY
Idaho Falls, ID 83401

BREEDING SERVICES: 2009

MARES ON BREEDING FACILITY:

- (A) Mare Owner pays Vet Directly for charges such as palpation, ultrasound, etc.
- (B) The **service provider** will bill Mare Owner a collection and insemination fee each time the Mare is bred.
- (C) Upon arrival or before Mare is bred, Breeding Facility must be provided with:
 - 1. Signed Breeding Contract, Booking or Breeding Fee... paid in full. If Mare is a re-breed, Handling Fee... paid in full.
 - 2. Signed Board Agreement.
 - 3. Copy of Mare's Registration Papers and Pedigree.
 - 4. Mare's foaling history (if foaling at breeding facility)
 - 5. Mare's previous breeding records.
 - 6. Mare's Health Records (must be current on vaccinations and de-worming or Breeding Facility will provide it at Mare Owner's expense).

TRANSPORTED SEMEN:

- (A) Semen will be shipped at Mare Owner's expense.
- (B) Shipped Semen Fee: **\$250.00 - all shipments** (2 doses if available) Freight NOT Included.
- (C) The **breeding provider**, must be notified before noon the day before semen is to be shipped.
- (D) Semen will be shipped **Federal Express** or **UPS** (overnight). If necessary to send via commercial airline, **add \$100.00 to airline charges**.
- (E) Container deposit may apply.
- (F) Shipment containers must be returned within 4 days to the **breeding provider**, at Mare Owner's expense. (Example: Shipped out on Monday, received Tuesday, must be shipped back by Thursday). A \$25.00 per day charge will be assessed to Mare Owner each day over 4 days. Damage to or loss of container or it's components will be deducted from deposit.
- (G) **Frozen Semen** : Each straw is \$50.00; Processing Fee is \$75.00; Dry Shipper Rental is \$95.00.
- (H) Before semen can be shipped – please provide:
 - 1. Mare Owner's deposit on container (if applicable)
 - 2. Booking / Breeding Fee paid in full. If Mare is a re-breed, Handling Fee paid.
 - 3. Semen Shipment Fee (\$250.00 – per shipment) Paid in Full.
 - 4. Signed Breeding Agreement.
 - 5. Signed Shipping Agreement.

Standing at: Linderman Farms & Stables LLC

5559 N. Yellowstone HWY

Idaho Falls, ID 83401

Fax: 208-557-0171

Cathy mobile: 208-589-4314

Bruce Foster - Breeding Manager: 208-589-4514

Email: cathy@ida.net

Dick Adams - SavannaH Bloodstock

Breeding, Marketing & Promotional Consultant

28429 N. 47th Street . Cave Creek, AZ 85331-3297

Office: 480-794-1921 . Mobile: 805-689-0876

Email: contactsavannah@aol.com

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