

**2007 BREEDING CONTRACT**

This agreement is hereby made by and between Fullerton Training & Management, Inc., hereinafter referred to as "FTM" and \_\_\_\_\_, hereinafter referred to as "Mare Owner."

WHEREAS FTM, stands the stallion,

**MR SINATRA**, AQHA #4,258,952,

hereinafter referred to as "Stallion" and WHEREAS the Mare Owner wishes to breed the mare:

\_\_\_\_\_ APHA# \_\_\_\_\_ AQHA# \_\_\_\_\_ Other# \_\_\_\_\_

hereinafter referred to as "Mare" to the Stallion, and NOW THEREFORE, it is mutually understood and agreed by FTM and Mare Owner as follows:

1. **Breeding Fee:** Upon acceptance of this Contract, FTM reserves for Mare Owner a breeding service for Mare during the 2007 season (1/20/07-6/15/07) to Stallion for one (1) resulting foal. In consideration of the reservation, a non-refundable booking fee in the amount of **\$250.00** shall accompany this Contract. This booking fee amount shall be applied against the breeding fee of **\$1,000.00** for the Stallion, which Mare Owner agrees a) to pay in full prior to the initial shipment of transported cooled semen, or b) if Mare is being bred at FTM, will be charged when Mare arrives.

**2. Transported Cooled Semen:**

a) **Requirements:** Mare Owner is required to pre-pay all fees. **Shipped Semen requests must be made through the stallion manager, Kyle Pape at 816-564-0012 prior to 8:00 am (central standard time) on collection days of Monday, Wednesday, and Friday.** Mare Owner is required to notify FTM if Mare is "in foal" or "not in foal" within 18 days of insemination. **No shipments will be available on Memorial Day.**

b) **Charges:** All fees are on a per shipment, per mare basis-**\$100.00** On Farm Pick-Up / **\$200.00** Overnight Delivery (Fed/Ex) / **\$400.00** Airport Counter to Counter-Same Day Service (American Airlines).

c) **Risk of Loss:** Mare Owner will assume the risk and expense associated with a lost or delayed shipment and shall hold FTM harmless of any financial responsibility.

**3. On Farm Breeding:**

a) **Requirements:** Mare must be halter broke and, to Mare Owner's knowledge, free from communicable disease and illness. Mare must be current on deworming and immunizations for flu, rhino, strangles, potomac horse fever and west nile virus. Mare must have a current negative uterine culture. A signed copy of the FTM Services Contract must be on file for Mare Owner or accompany this Contract upon arrival of Mare.

b) **Authorization to Service:** Mare owner agrees FTM may authorize a licensed veterinarian to check Mare for normal breeding conditions and perform such other veterinary services, including but not limited to a uterine culture, and breeding method deemed necessary to provide an optimum condition for conception, and for the treatment and protection of the Mare and/or foal at side. If, however, Mare does not conceive, FTM shall be held harmless. Mare owner agrees FTM may request a farrier to perform routine care for Mare. Such veterinary and farrier services shall be at Mare Owner's expense and shall be paid upon presentation of the chares; all charges must be paid in full prior to release of Mare.

c) **Charges:** Mare Care **\$17.50** per day (wet) / **\$15.00** per day (dry) / **\$25.00** per insemination

d) **Agreement to Pay:** Mare Owner agrees to pay all FTM charges promptly. All invoices will be sent on the 1<sup>st</sup> of the month and are due upon receipt. A late fee of \$100.00 will be assessed on all accounts that are not paid in full by the 15<sup>th</sup> of the month, regardless of postmark. All services will be restricted for delinquent accounts as of the 25<sup>th</sup> of the month and a 2% surcharge will be added to all accounts thirty days past due. No mare will be released until all

charges are paid in full to FTM pursuant to this Contract. Mare Owner hereby grants to FTM a lien on Mare and foal produced by this Agreement to further secure any sums due hereunder, and agrees that a copy of this Contract may be filed or recorded by FTM in lieu of a UCC Financing Statement.

e) **Mare Departure:** Mare Owner must schedule with FTM the Mare's departure **A Minimum of 48 Hours** in advance to allow FTM sufficient time to prepare a final invoice of charges.

4. **Substitution:** Any mare substitution requested by Mare Owner will be permitted only if agreed to in writing by FTM and, if allowed, will incur an additional booking fee of **\$250.00** all fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

5. **Live Foal Guarantee:** If Mare fails to conceive, aborts the foal, dies or the foal dies within twenty-four (24) hours of birth, FTM guarantees a return breeding in the 2008 breeding season only, provided that within one week of birth or abortion of said foal or death of Mare FTM is provided written certification by a licensed veterinarian that the foal was not a "live foal" and that the death of the foal and/or Mare was not due to the negligence of Mare Owner, Mare Owner's agents or the employees thereof.

A chute fee of **\$250.00** plus 2008 fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

6. **Live Color Foal Guarantee for Color Breeders:** FTM will provide a live colored foal (defined as a foal that is born with insufficient white markings to receive regular registration as per current rules with the APHA registry) guarantee as follows:

a) If resulting foal has insufficient white markings as described above, FTM guarantees a free return breeding in the 2008 season only, for the same Mare to the same Stallion. No live foal or color guarantee will apply on any color guarantee rebreed.

b) Mare Owner to provide FTM with photographs showing all areas of said foal and Mare and foal together. Should said foal ever be granted regular registration with APHA, regardless of ownership of Mare or said foal, Mare Owner will pay FTM the balance of the 2008 breeding fee due immediately upon registration of said foal.

c) A chute fee of **\$250.00** plus 2008 fees for transported cooled semen shipments, board, veterinary charges, and any other related charges will apply.

**A color guarantee will not apply to quarter horse mares bred to a double (AQHA/APHA) registered stallion.**

7. **Re-breed Qualification:** All guaranteed privileges are automatically lost or forfeited if Mare is taken to any other stallion before coming back to Stallion for return service.

8. **Breeders Certificate:** A Breeders Certificate will be furnished to Mare Owner by FTM upon notification of the birth of a live foal conceived by this service if and only if all charges incurred by Mare Owner have been paid in full. No certificate will be issued until any unpaid charges, including any late fee and service charges for past-due balances, are paid in full which include but are not limited to the breeding fee, transported cooled semen shipment fees, and veterinary and farrier service fees.

9. **Captions and Heading:** Captions and heading through out this Contract are for convenience of reference only and shall in no way be deemed to define, limit or add to any provisions of this Agreement.

10. **Assignment:** Any assignment or transfer of this Agreement is strictly prohibited.

11. **Governing Law:** This Contract will be governed by, and construed in accordance with, the laws of the State of Missouri. The parties hereto agree, and each hereby submits to, the appropriate jurisdiction with the State of Missouri with respect to any legal proceeding resulting from this Contract.

Contract, or as a result of Mare Owner's breach, Mare Owner agrees to pay all attorney fees, arbitration and/or court costs expended by FTM through and including the execution of any judgment.

This Contract, including all attachments, exhibits, and documents identified and incorporated herein by reference, constitutes the complete and exclusive statement of the terms and conditions of the Contract between FTM and Mare Owner, and it supersedes all prior representations, understandings and communications.

In the event any section, paragraph, sentence, clause or phrase contained in the Contract documents shall be determined, declared or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration or adjudication in no manner affects the other sections and paragraphs.

12. **Credit Card Payment:** Mare Owner may pay aforementioned fees with Visa or MasterCard. Charges will be made against the credit card when appropriate as outlined in the Agreement and will be billed to the cardholder, provided the necessary information is shown below, in its entirety: (2% surcharge on all credit card transactions)

Credit Card Authorization: **(must initial appropriate one)** Breeding Fee \_\_ Shipped Semen Fee\_\_ FTM Invoices  
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Cardholder Name: \_\_\_\_\_ Type of card: \_\_ Visa \_\_ MC  
(Print Name)

Card Number: \_\_ \_\_ \_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Expiration date: \_\_\_\_\_

Card Invoices are sent to: \_\_\_\_\_  
(Address) (City) (State) (Zip)

Cardholder Phone: \_\_\_\_\_ Cardholder Signature: \_\_\_\_\_

13. **Acceptance:** By signing, Mare Owner's signature attest to the fact that the Mare Owner has read and understands all of the outlined herein and accepts this Contract, in its entirety, as a legal and binding instrument in the State of Missouri.

**MARE OWNER:**

\_\_\_\_\_  
Signature of Mare Owner Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip

Cell: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Residence: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Business: \_\_\_\_ - \_\_\_\_ - \_\_\_\_ Fax: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

\_\_\_\_\_  
E-mail