

2017 Breeding Contract and Agreement for Shipped Semen for Cabalito

THIS AGREEMENT entered into this _____ day of _____
(month), _____ (year), by and between _____ (hereinafter
“Mare Owner”) and Whitehedge Farm

Mare’s Registered Name: _____

Breed: _____ Breed Reg. #: _____

Year Foaled: _____ Sire: _____ Dam: _____

Sire of Dam: _____ Color: _____

Markings: _____

Intended registry of future foal _____

WITNESSETH:

For good and valuable consideration, including the Purchase Price and the mutual covenants set forth herein, the parties hereby agree to the purchase and sale of semen described herein, on the following terms and conditions:

Mare Owner has hereby confirmed a reservation to the stallion Cabalito, a 1997, bay, Hanoverian for the 2017 breeding season. This breeding is sold with a two year term on the 30 day Live Foal Guarantee. If after two breeding seasons, the mare still fails to conceive or deliver a live foal, this agreement will be considered fulfilled in its entirety.

This Agreement covers the purchase and sale of semen from the stallion Cabalito (hereinafter “Semen”) from Cabalito Partners to Mare Owner. Mare Owner hereby purchases said Semen subject to the terms and conditions of this Agreement.

Fees for 2017 Breeding Season:

◆ Breeding Fee: _____ (due and payable prior to Mare Owner’s first Semen shipment request)

◆ Weekday collections will be charged to the Purchaser at \$250.00 each (or actual cost) when Stallion Manager is given 24 hours notice. Same day service will not be guaranteed, but will be done as best as possible. Mare owner is responsible for all transportation charges including local carriers to ship semen.

Overnight shipping is \$100/shipment

To accept these conditions initial here: _____

The first shipment of Semen shall consist of one (1) or two (2) doses depending on availability. If the Mare does not become pregnant after the first shipment, subsequent

shipments shall be made upon veterinary certification of unsuccessful impregnation. Upon proof of unsuccessful impregnation, Mare Owner shall contact Whitehedge Farm stallion Manager (Anne Hedge 940-594-9275) to arrange for an additional shipment of semen.

Mare Owner acknowledges the Mare is fit for breeding and agrees to have the mare checked by a qualified veterinarian for breeding soundness and further agrees to provide proof of a negative uterine culture (not required in maiden mares). Only the Mare listed above will be inseminated with the Semen. Mare Owner will request shipment of Semen during the term of this Agreement. Mare Owner assumes all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, and agrees to hold Whitehedge Farm, Anne Hedge and its members, managers, employees, agents, representatives and assigns harmless for any and all damages associated therewith. Mare Owner will pay all costs and expenses, including reasonable attorney's fees, if Mare Owner breaches any material term of this Agreement.

Whitehedge Farm assumes responsibility only to deliver live semen in viable condition at the time of delivery to the Mare Owner. The Semen must be administered by a **licensed veterinarian on the day of delivery** or Whitehedge Farm shall be considered to have fulfilled its contractual obligations. _____(initial).

Mare Owner will have the Mare examined by a licensed veterinarian 14 days after the last day bred (ultrasound) and Whitehedge Farm shall be notified of pregnancy status at that time. The Mare Owner must have the Mare examined by a licensed veterinarian at 55 days after the last day bred. _____ (initial)

This Agreement guarantees a return breeding for the above-named Mare if the Mare is examined by a licensed veterinarian and found to be barren at 55 days from the date of the last service. Booking fees, container deposit and post-insemination collection fees would still be owed by the Mare Owner.

This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter herein. It may be amended only by a written instrument executed by both parties.

30 day Live Foal Guarantee. If the Mare does not deliver a live foal that survives for 30 days, then the Mare Owner shall be entitled to a return breeding to Cabalito providing that Mare Owner must submit to Whitehedge Farm a satisfactory veterinary certificate signed by a licensed veterinarian indicating that no live foal was delivered or that the foal could not stand alone or nurse, or died within 30 days and further indicating that the foal's failure to thrive and stand or nurse was not due to any lack of reasonable care by any party. This applies to single births only. The return breeding is applicable to the above named Mare or another mare suitable to the Whitehedge Farm. Booking fees, container deposits and post insemination fees would be owed solely by the Mare Owner in a return breeding.

Live Foal Guarantee is Null and Void

◆ if Mare is bred to another stallion during the term of this Agreement without Whitehedge Farm's written consent

◆ if Mare Owner sells, transfers, assigns or grants a security interest in the breeding evidenced by this Agreement

◆ in the case of embryo transfer, unless Whitehedge Farm has been informed in advance that this semen will be used for an embryo transplant and Whitehedge Farm has agreed in writing to this.

◆ if Mare Owner inseminates a mare other than the Mare listed above, with the Semen

Should the Stallion die, be sold by Whitehedge Farm or become unfit for service prior to shipment of semen to this Mare, or if this Mare dies or becomes unfit to be bred prior to being serviced, this contract is and shall be null and void. Should the Stallion or Mare die or become unbreedable after the mare is serviced and no live foal results, the Agreement will be null and void. Breeding fees will be returned should the Stallion die or become permanently unfit for service. A new mare, approved by Whitehedge Farm, may be substituted should the Mare die or become permanently unfit for service.

This Agreement is executed in duplicate and shall be legally binding on the parties hereto, and their heirs, Executors, administrators and assigns.

If this Agreement is being executed by an agent, the original copy must be signed by the owner of the Mare.

This Agreement shall be governed by the laws of the state of Texas, Denton County.

Whitehedge Farm (Anne Hedge, stallion manager)

Signature : _____

Mare Owner

Signature : _____

Anne Hedge: Breeding Manager/Owner

Owner: Anne Hedge

Address: 3555 Sauls Rd

Aubrey, TX 76227

Anne's Mobile: 940-594-9275

anne5741@gmail.com