

2010 STALLION BREEDING CONTRACT

Repeated
in Red

This contract dated _____ is between (Mare Owner) _____ and Repeated in Red, LLC ("Breeder").

One service to Repeated in Red, LLC ("Stallion") for the ("Mare") _____ Reg.. # _____

Breed _____ for the 2010 season at \$ _____.

_____ Carry _____ Embryo Transfer (# of embryos) _____ Wet _____ Dry

1. Fees and Expenses:

- a. **Charges:** A booking fee of **\$500.00** is due with signed contract. Balance of the stud fee **\$1000.00** is due prior to the first order of shipped semen. Should more than one embryo result from breeding, mare owner must pay an additional Stud Fee.
- b. **Billing:** Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1 1/2% per month from the date billed to the date payment is received. In the event that the amount is not paid within 45 days from the date of the monthly statement, the breeder may refuse to palpate, tease or breed the mare. Visa and MasterCard are accepted, **there is a 3.5% Service Fee for Credit Cards.**
- c. **Shipped Semen:** Mare Owners requesting Shipped Semen must complete the *Shipped Semen Contract*.

2. Mare Registration: A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

3. Breeding Season: For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close June 15th of the year on this agreement.

4. Live Foal Guarantee: The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee, however there will be a \$350.00 chute fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal.

5. Embryo Transfers: In the event that an embryo is sold, the live foal guarantee will be null and void. Repeated in Red, LLC strongly recommends the purchase of embryo insurance.

6. Breeder's Certificate: A Breeder's Certificate will be issued only after owner has notified Repeated in Red, LLC that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc.)

7. Substitution: In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. If another stallion is not available, this contract will become null and void, the Stud Fee will be refunded, less the booking fee to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.

8. Binding And Entire Agreement: This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the Stud Fee and Expenses Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

9. Counterparts and Facsimiles: This contract may be executed in any number of counterparts which, taken together, shall be considered a single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.

2010 STALLION BREEDING CONTRACT



Mare Owner Information:

Breeding Farm: Repeated In Red, LLC

Mare Owner/Agent Signature _____

Agent for Stallion Owner _____

Daytime Phone _____ Cell Phone _____

Date _____

Address _____

City, State, Zip _____