

SF THE PATRIOT BREEDING CONTRACT

THIS AGREEMENT made and entered into this ____ day of _____, 2022, by and between **Barta Show Horses, LLC**, hereinafter referred to as “**BSH**”, and _____, hereinafter referred to as “**Customer**.” Customer agrees to purchase (number)____breeding(s) to the stallion, **SF The Patriot**, for the purchase price of \$_____ per breeding for a total price of \$_____ (“**STUD FEE**”). If the breeding is donated, all other fees in this agreement remain in effect. The breeding(s) is/are to be used by the conclusion of the (year) _____ breeding season unless other arrangements are agreed upon and made in writing by BSH and Customer. Tentative breeding start date _____. The breeding(s) is/are non-transferable unless transfer is expressly approved in writing by BSH and as such Customer agrees to use any semen transported to Customer or Customer’s agent for the sole purpose of impregnating the mare(s) named in conjunction with this agreement. The availability of semen shall be determined by BSH in its sole discretion. Customer understands and accepts the terms of this Agreement. Customer understands that no semen will be provided for Customer until this contract is signed and returned to BSH and the fees outlined below are paid in full. All payments may be made via cash, cleared check, or credit card. Credit card charges will include a handling fee equal to 4% of the amount charged. VISA, MASTERCARD and AMERICAN EXPRESS are accepted.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **BOOKING DEPOSIT.** Fifteen percent of the Stud Fee (a nonrefundable deposit) is required to reserve the breeding. No semen will be collected on behalf of a customer until the Stud Fee has been paid in full. The Booking Deposit will be credited towards the Stud Fee listed above

2. **COLLECTION FEE.** The stud fee does not include collection or shipment of semen. A collection fee of \$350.00 will be charged to Customer for every collection of semen, which includes any veterinarian fees associated with the collection. In the event of a donated breeding, the Customer will still pay BSH the \$350.00 collection fee for each semen collection. The collection fee must be paid before semen will be inseminated into an on-site mare or shipped on behalf of Customer. Unless other arrangements specifically have been made with BSH, no semen will be collected on behalf of a customer until the Collection Fee has been paid in full.

3. **EMBRYO/OOCYTE TRANSFER PERMIT.** Customer acknowledges the need for and is responsible for obtaining a valid embryo/oocyte transfer permit from the Arabian Horse Association (AHA) for any purebred mare. Customer plans to use as a donor mare for embryo transfer prior to time any embryo is harvested. Failure to do so, while not having any effect on this Breeding Agreement, may result in a penalty from AHA.

4. **TRANSPORTED SEMEN.**

A. **Transportation fees.** Customer is responsible for all transportation fees involved with the transporting of semen shipped on Customer’s behalf.

I. Federal Express will be the normal and standard courier for overnight shipments. BSH will use the Customer’s Fed-Ex account number or Customer’s credit card number supplied on the last page of this agreement for payment of semen shipment. If any shipping expenses are incurred by BSH, BSH reserves the right to use the Customer’s credit card on the last page of this agreement for reimbursement of such expenses.

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II. If it is necessary for semen to be shipped counter to counter via commercial airlines, BSH will in most instances use a commercial courier for transportation of the semen from BSH to the airport, and that courier fee will be passed on to Customer. BSH reserves the right to use the Customer's credit card on the last page of this agreement for payment of all transportation charges, including those billed directly to BSH.

B. Semen Requests.

I. BSH collects semen on Monday, Wednesday, and Friday mornings.

II. Customer should notify BSH by telephone 48 hours prior to the day on which shipment of semen is desired.

III. Customer should notify BSH by telephone as early as possible on the day the semen needs to be shipped.

IV. If the semen needs to arrive on a Saturday, it should be requested by telephone as early as possible on Friday morning.

V. If the semen needs to arrive on a Monday, it will be necessary to ship the semen counter to counter using the commercial airlines. All flights depart from the Orlando or Tampa International Airport

VI. BSH will do everything possible to supply Customer's mare with semen as needed, but Customer understands that BSH may not be able to accommodate requests made without some advance notice or made too late in the day to arrange collection and shipping.

C. **Semen Shipment Container Liability.** All semen shall be transported to the Customer in a container provided by BSH.

I. Equitainer - If a reusable Equitainer, or similar, is used, Customer will be liable for the quick return of this container. If the container is not returned within 5 working days from receipt at the shipping destination requested by Customer, Customer's account will be charged a late fee of \$25.00/day for a maximum of ten days.

II. Styrofoam box - If disposable semen shipment box is used, Customer will be charged a fee of \$20 per shipment and will not need to return box.

5. **SUBSTITUTIONS.** This breeding is not transferable to another person.

A. Should the mare named in conjunction with this contract die before or after breeding or become unfit for breeding, Customer may substitute another mare, subject to approval of the substitute mare by BSH.

B. None of the aforementioned fees are refundable. If the stallion dies or becomes unfit for breeding, BSH may provide a comparable alternate stallion if one is available, however, the mare owner will not be due a refund of any fees paid.

6. **LIVE FOAL GUARANTEE.** In the event the mare does not conceive or fails to deliver a live foal, the owner has the right to a return breeding for the mare during the following season. "Live foal" means one that stands and nurses without assistance for 24 hours. Death of the foal prior to qualification as a "live foal" must be certified in writing by a licensed veterinarian within one week of death and delivered to BSH within thirty

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(30) days of death in order to qualify for the rebreeding rights referred to heretofore. The re-breeding in the circumstance shall be made available at no additional stud fee or re-breed fee, but all other fees will apply.

7. **BILLING.** All bills from BSH are due and payable in full by the 15th of the month. If not paid by the 15th in full, a \$50.00 late charge will be assessed and thereafter 1.5% per month interest shall be charged upon the amount due until fully paid.

8. **LIEN AND PROHIBITION OF REGISTRATION.** If at any time, the Customer's balance is unpaid for thirty (30) days or more, or Customer is otherwise in default of this or any other contract with BSH or any of its affiliates, BSH may, withhold the Sire Owner signature from the registration application for the resulting foal, and/or withhold the Transported/ Stored Semen Service Certificate that is required for registering the foal with AHA, and will notify AHA that no such signatures will be forthcoming until the balance(s) due is/are paid.

9. **LIMITATIONS OF LIABILITY AND INDEMNIFICATION.** ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the service, which underlies the Customer's complaint.

10. **ACCEPTANCE.** This Contract is not effective until approved and executed by BSH, which reserves the right to reject any horse at its sole discretion.

11. **TERMINATION AND WAIVER.** All services and programs are subject to availability. BSH reserves the right to discontinue any of the aforementioned programs or services upon thirty (30) days written notice, except in the event of a default or as provided hereinabove.

12. **ENTIRE AGREEMENT: CONSTRUCTION; JURISDICTION; ATTORNEY FEES.** This Contract contains the entire understanding of the parties concerning its matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of this Contract. The invalidity or unenforceability of any one provision of this contract in no way affects the validity or enforceability of the remainder. This Contract shall be construed and governed by Laws of Florida. At BSH's option, jurisdiction and venue for all disputes concerned with this Contract shall be proper only in Marion County, Florida. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs for such suit.

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PLEASE SUPPLY THE FOLLOWING INFORMATION FOR FACILITATION OF SERVICES AND SEMEN SHIPMENT. Please type or print clearly.

Mare Owner/Lessee

Address City State Zip

Office Phone/Mobile E-Mail

FED-EX #

CREDIT CARD INFO - Name as it appears on card

Visa or MC Card # Exp Date: CVV:

Billing Address and Zip Code

Signature for authorization of charges Date

SHIP SEMEN TO ATTN

Ship Semen Address Telephone for shipment locale

Airport to be used for Counter-to-Counter shipments

MARE INFORMATION Please complete all information below for each mare to be bred.

Mare Registered Name Breed Registration#

DOB Sire Dam Color

Mare Owner/Owner Agent Date

BSH Representative Date