

BREEDING AGREEMENT- Transported Semen-Purebred Andalusian Mare

This Breeding Agreement - Transported Semen ("Agreement") is entered into on _____, 20__, between Marsha Heiden of Spring Wood Farm, Garrettsville, OH, referred to in this Agreement as "SWF" and _____ of _____, referred to in this Agreement as "Mare Owner".

SWF agrees to ship cooled semen from the purebred Andalusian stallion, Intimo Infinidad H, (IALHA registration number) 8425 S/P to Mare Owner's Andalusian mare, _____, (IALHA registration number) _____ (hereinafter referred to as "the mare").

The stud fee is \$ 1000.00 (assuming that the mare is confirmed pregnant within three heat cycles after being bred) and payable as follows: A non-refundable booking fee of \$500.00 (one-half of the stud fee) is due upon the signing of this Agreement. The remaining \$500.00 is due and payable within 14 days of when the mare is confirmed in foal. SWF uses [Stallion Services, Inc.](#) to manage the breeding of the stallion, Intimo Infinidad H. [Stallion Services, Inc.](#) is owned and operated by Neil and Robin DeRue ,4009 G.P. Easterly Rd West Farmington, OH 44491 phone: 330-889-2282 fax: 330-889-2283. All fees or costs associated with the actual breeding of the mare and/or the shipment of semen are the Mare Owner's responsibility.

In the event that the Mare is not confirmed in foal after having been bred during three heat cycles, Mare Owner agrees to pay an additional fee of \$100.00 for each cycle that the mare is bred thereafter in addition to the above-referenced stud fee.

The Mare Owner is responsible to pay for all costs and expenses related to the collection and transportation of the semen directly to [Stallion Services, Inc.](#) Such fees will include the cost of shipment via Federal Express or the equivalent or airline or any collection fees of veterinary nature in the event one is needed for collection. All invoices for such expenses are due and payable upon receipt to [Stallion Services, Inc.](#) Mare Owner agrees to secure the services of a qualified veterinarian for the mare and any examinations deemed necessary to further the possibility of pregnancy in the mare at the expense of Mare Owner, including routine practices of biopsy, culture and necessary treatment if the mare does not conceive after breeding in two heat cycles.

Mare Owner shall provide a written confirmation by a licensed veterinarian that the mare is in good condition and has been cultured and found free of any uterine infection upon request of same by SWF or [Stallion Services, Inc.](#)

Mare Owner warrants that no attempt will be made to inseminate any mare other than the one described above with the semen provided under this agreement. Mare Owner further warrants that the attending veterinarian will complete and return to SWF a veterinary's certificate of insemination which will be provided with the first shipment of semen.

Mare Owner shall have a licensed veterinarian examine the mare within 30 days after the last date she is bred to determine whether she is pregnant.

SWF shall be entitled to retain all payments, including deposits, made under this Agreement and to withhold any breeding certificate in the event of nonpayment of any amounts due.

SWF shall provide a return breeding to the same mare during the 20__ (next year) breeding season if the mare fails to conceive this season or fails to deliver a live foal from the breeding. As used in this Agreement the term "live foal" means a foal which stands or nurses. Mare Owner shall provide SWF a written report from a licensed veterinarian within 10 days after the event if the mare aborts or if the foal does not stand or nurse. SWF may, but shall not be required to, allow Mare Owner to substitute another mare in the event the mare does not conceive, aborts or otherwise does not deliver a live foal. In no event, however, shall SWF have any further obligations under this Agreement after the 200__ (next year) breeding season.

SWF shall refund the stud fee to Mare Owner in the event Intimo Infinidad H dies, becomes unfit for service, or is otherwise withdrawn from the service for any reason.

Mare Owner shall also be entitled to a refund of the stud fee, less the non-refundable booking fee, in the event the mare dies prior to delivering a live foal and SWF declines to allow a substitute mare.

SWF shall complete and provide any breeding certificate reasonably requested by Mare Owner as long as all fees and costs have been paid and Mare Owner has not breached any provision of this Agreement.

The parties agree that all implied warranties, including those of merchantability and fitness for a particular purpose, and all other warranties are excluded from this transaction.

This Agreement contains all of the terms and conditions regarding the described breeding and supersedes all prior oral or written agreements, representations, or understandings. These parties acknowledge that there are no agreements or understandings other than as set forth in this Agreement. This Agreement may be amended, modified or rescinded only in writing.

This Agreement shall be binding upon SWF, the owner of Intimo Infinidad H in the event he is sold or otherwise transferred. Mare Owner may not assign or otherwise transfer any rights under this Agreement without prior written consent of SWF.

This Agreement shall be interpreted and enforced under Ohio law.

Date, Mare Owner Signature

Date, Marsha EF Heiden