

PA MARCO
CONNIE COLE O'BRIEN, OWNER
2018 BREEDING CONTRACT

1. PARTIES. THIS AGREEMENT is made this _____ day of _____, by and between Connie Cole O'Brien and: _____ (hereafter "Customer") _____ Address, _____ County, _____ City, _____ State, _____ Zip, _____ Ranch Phone, _____ Cell, _____ Ranch Address, if different, _____ County, _____ City, _____ State _____ Zip _____

2. MARE. This contract pertains to the mare (hereafter "the mare").
Name of Mare: _____ Sire: _____
Dam: _____
Registration #: _____
Date Foaled: _____ Color: _____
Insurance
Carrier: _____ Amount: _____ Exp: _____

3. OWNERSHIP: Customer, (mark one)
() Has full title () Leases mare () Manages mare () Purchased mare of installment contract with final payment due _____, and full title and registration are currently held by _____ Name, _____ address, _____ City, _____ State, _____ Zip, _____ Telephone.

4. BREEDING. Customer contracts to breed this mare to PA MARCO (The Stallion) during the 2018 breeding season, which terminates on _____. The Stud Fee shall be _____ (\$_____).

5. The Shipped Semen Agreement is executed between Stallion Owner and the Customer. If the Stallion dies, is sold and unable to fulfill his breeding obligation, or becomes unfit for breeding in the opinion of the Stallion Manager, or if the Mare should die or become unfit to breed, this Agreement shall terminate and the Stud Fee (less the nonrefundable Cooled Semen Fee) will be refunded, and the Stallion Manager and the Mare Owner will be released from any further obligation under this Agreement.

5. **LIVE FOAL GUARANTEE.** If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the Mare (or substitute a mare) during the subsequent breeding season. The Mare Owner may not assign this breeding or substitute any other mare for the Mare under this Agreement without prior consent of the Stallion Manager. Live foal means that the foal resulting from the breeding stands and nurses without assistance, and lives for 24 hours. This return breeding privilege is conditioned upon the Mare owner giving the Stallion Manager written notice within 7 days after foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born. The Cooled Semen Fee will be due and payable on any rebreed.

6. **BREEDER'S CERTIFICATE.** The Registration Papers for the resulting foal will be signed and a Breeder's Certificate will be issued for the foal conceived when the Stud Fee, Shipped Semen Fees, and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when Connie Cole O'Brien has been notified that a live foal has been produced.

7. **ENTIRE AGREEMENT GOVERNING LAW/VENUE.** This Agreement contains the entire Agreement between the Parties and may be amended only in writing signed by both Parties. Nevada Law governs this Agreement, all of the terms and provisions of which are exercised in Humboldt County, Nevada. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter hereof can only be brought in Humboldt County, Nevada.

CLIENT HAS READ AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT, THIS
 _____ DAY OF _____.

_____ CUSTOMER _____ DATE

_____ CONNIE COLE O'BRIEN _____ DATE

SHIPPED SEMEN AGREEMENT

Stallion Name: _____

Registration # _____

Mare Name: _____

Registration #: _____

BILL TO:

Customer Name: _____

FedEx Number: _____

Billing Address: _____

_____ Zip Code _____

Phone Number: (_____) _____

Email Address: _____

SHIP TO:

Clinic/Veterinarian Name: _____

Contact Person: _____

Phone Number (_____) _____

Shipping Address: _____

_____ Zip Code _____

1. **COLLECTION FEES:** Shipped semen fees will be paid directly to veterinarian clinic collecting stallion. Please pay directly to:
Idaho Equine Hospital, 16080 Equine Dr. Nampa, ID 83687 (208) 466-4613,
PLUS FedEx Charges (and additional charges as warranted) will be charged to customer for each shipment prior to semen being shipped. **SHIPMENT WILL NOT BE SENT UNLESS A SEPERATE BREEDING CONTRACT IS PAID IN FULL.**

2. **SCHEDULE:** All requests for semen **MUST** be made by 10:00 a.m. Eastern Time, or earlier, on collection days, which are Monday, Wednesday, and Friday. In order to insure delivery, also contact Connie O'Brien (775) 762-7876 or Nathan Kent (208) 890-2853 at least two days in advance of shipment so that we may facilitate your delivery. Collection of the stallion on any other day will be at the sole discretion of stallion owner and may require additional fees.
3. **CARRIER:** Standard shipments will be sent via FEDERAL EXPRESS overnight delivery. The customer will be responsible for all charges. If customer requests counter-to-counter shipment, a \$100.00 courier fee will be charged in addition to airline shipment fees.
4. **PAYMENT:** Full payment must be made prior to shipment. Please pay directly to: Idaho Equine Hospital, 16080 Equine Dr. Nampa, ID 83687 (208) 466-4613.
5. **EQUITAINER RETURN:** Equitainer **MUST** be returned immediately post-breeding. If customer fails to return Equitainer within 10 days, customer agrees to an additional charge of \$300.00 for its replacement.

Mare Owner Signature

Stallion Owner Signature