

# Butler Farms Training Center, Inc.

## BREEDING AGREEMENT

THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, 200\_\_, by and Between Butler Farms Training Center ("BFTC"), as agent

And \_\_\_\_\_ ("Mare Owner"),

Address: \_\_\_\_\_ City: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

WHEREAS, the Registered \_\_\_ Arabian (Breed) Stallion \_\_\_ ML Mostly Padron Registration # 0582156 ("Stallion") is standing at BFTC, and WHEREAS, the Mare Owner, under the terms of this Breeding Agreement, will be entitled to one (1) live foal by the above Stallion to be bred during the 200\_\_ breeding season to the following mare:

Mare: \_\_\_\_\_ Registration Number: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ \_\_\_ Open \_\_\_ In Foal Due Date: \_\_\_\_\_

1. The Stud fee of \$ 3,500.00 is payable as follows:
  - a. The non-refundable booking fee of \$ 500 is payable upon signing this Agreement.
  - b. The balance of \$ 3,000 shall be paid as follows:  
Before any semen can be shipped balance must be paid in full  
\_\_\_\_\_
  - c. Breeding shall be done via: \_\_\_ Fresh Semen (on site) x Transported Chilled Semen
  - d. Transported Semen Handling Fees and Shipping Fees (Federal Express, UPS, Counter to Counter) are in addition to the stud fee and must be paid in full prior to shipment. Therefore, a credit card number is required for shipment(s). Mare Owner may also provide their own Fed-Ex account number if they prefer.
  - e. Visa/MasterCard number for Transported Semen:  
Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_
2. Mare Owner has legal right in the above Mare, including the right to breed the Mare to the above Stallion.
3. Mare Owner agrees that BFTC may, at its sole discretion, show or promote the Stallion during the normal breeding season. Mare Owner understands that Mares that come into heat during this time may not be bred during this particular heat cycle. It is the Mare Owner's responsibility to check on availability of Stallion for breeding during those times.
4. LIVE FOAL GUARANTEE: Stallion Owner guarantees a return breeding the following season should a Live Foal (defined as one who stands with or without assistance, and nurses without assistance) not result from this breeding. Death of a foal before qualification as a Live Foal must be certified in writing by a veterinarian and received by BFTC within ten (10) days of foaling date. Written documentation may be required in the event of an aborted or dead foal. A rebreed fee of \$ 300.00 will be charged to the Mare Owner. Mare Owner will be responsible for the mare care (Board) and / or transported semen charges.
5. Mare Owner agrees that in the event this breeding is to be sold it can not be advertised for sale in any equine trade magazine.

### TERMS AND CONDITIONS FOR TRANSPORTED SEMEN

6. DELIVERY OF SEMEN
  - a. BFTC agrees that if the Mare Owner complies with paragraph one (1) hereof, BFTC will collect and deliver to commercial shipper fresh semen from the Stallion, subject to the Stallion's show schedule and commitments. Mare Owner accepts all risks of shipment and BFTC accepts no responsibility for delays in the shipment of the semen during shipment. Mare Owner agrees that semen will be delivered subject to the reasonable availability of a commercial shipper and the conditions as set forth in this agreement.
  - b. Routine collection of the Stallion is scheduled for Monday, Wednesday, and Friday of each week. BFTC reserves the right to not collect or transport semen on Holidays.
  - c. Priority in semen transport will be given to those who book earliest and who give 24 hours advanced notice (i.e. before 10 PM EST on the day before semen collection and shipment is scheduled).

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7. RESPONSIBILITY OF MARE OWNER PRIOR TO SHIPMENT: Prior to any shipment, the Mare Owner shall:
- Deliver to BFTC a copy of the duly executed Breeding Agreement.
  - Deliver to BFTC a non-refundable Handling Fee of \$300.00. This will entitle Mare Owner to receive one shipment of semen for an individual mare during the same breeding season. If Mare Owner requires more than one shipment of semen for an individual mare, Mare Owner shall pay BFTC an additional fee of \$250.00 in advance for each shipment.
  - All Shipping Fees by Fed-Ex or any other means are in addition to the Handling Fees set out above.
  - Counter to Counter shipping charges are in addition to the Handling Fees set out above. All semen shipped counter to counter will be taken to the airport by courier and an additional charge of \$150.00 per shipment (subject to change on holidays, weekends, and/or nights) will apply. BFTC does not guarantee that the semen will be shipped on any given flight, but will make an effort to have the semen on the earliest flight possible. If semen is lost, misses flight, or does not arrive to Mare Owner on time, Mare Owner is still responsible for all costs of collection, shipping, and return shipping fees.
  - Deliver to BFTC (i) a \$400.00 refundable container deposit, or (ii) provide your own transport container and supplies.
  - Notify BFTC by telephone (by FAX if possible) 14 days prior to anticipated shipment date.
  - Notify BFTC or veterinarian by telephone (by FAX if possible) 48 hours prior to date of collection and shipment.
  - DESIGNATED VETERINARIAN; BFTC agrees to ship semen to the location designated by the Mare Owner, but in any event only to a licensed veterinarian or qualified breeding manager experienced in/or familiar with artificial insemination with transported semen. The designated veterinarian or breeding manager shall be:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Mare Owner certifies that Veterinarian or Breeding Manager is experienced in / or familiar with artificial insemination with transported semen, and practices equine reproduction as a regular part of his / her practice; is available for palpation, cultures, and other necessary procedures, and consented to performing said services.

8. ADDITIONAL RESPONSIBILITIES OF MARE OWNER;
- Mare Owner agrees to return the shipping container to BFTC within two (2) working days of Mare Owner's receipt of container. If the shipping container and its accessories are not returned to BFTC within two (2) working days of BFTC shipping the container, a penalty charge of \$25.00 per day will be assessed as a late fee, and subsequent shipments will not be made until the container is returned. Mare Owner shall bear the cost of shipping to and returning the shipping container and its accessories to BFTC. Mare Owner accepts all liability for loss or damage to said container.
  - All requirements for foal registration, including blood typing the mare, Transported Semen Permit for Half-Arabian, National Show Horse, and any other registration requirements, except Breeder's Certificate for Purebreds, shall be the responsibility of the Mare Owner. Mare Owner agrees to correctly complete all forms required by the Arabian Horse Registry of America, Inc., The National Show Horse Registry, and / or any other applicable organization.

9. ADDITIONAL TERMS AND CONDITIONS OF AGREEMENT:
- This agreement supplements the BFTC Breeding Agreement and all applicable terms or said Agreement govern this agreement.
  - BFTC agrees to provide semen subject to the rules of the Arabian Horse Registry of America, Inc., the National Show Horse Registry, or the Half-Arabian Registry rules as are applicable, and Mare Owner submits to the rules of the applicable organization(s).

10. AVAILABILITY OF SEMEN:
- Semen is delivered on a first come, first serve basis and subject to Stallion's show schedule and commitments. The Stallion shall be collected no more than once a day. Semen shall be available for purpose of semen transport only if the quantity requested for transport is on hand. Mare owner expressly acknowledges that all orders for semen are subject to delay.
  - Semen is shipped on the understanding that it is to be used solely to breed the Mare named in this Agreement, any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than said Mare shall automatically terminate all obligations of BFTC. This is including but not limited to a live foal guarantee, re-breeding rights, right to additional semen, and the responsibility to register any offspring produced by the use of semen, including the original intended foal. All of the Mare Owner's rights provided by this Agreement of the Breeding Agreement shall be forfeited and the Mare Owner shall be liable for the amount up to the cost for breeding for every unapproved mare inseminated whether a foal is produced or not.

440 Devin Drive ~ White Oak, NC 28399 ~ (910) 866-4000 ~ Fax. (910) 866-4001

# Butler Farms Training Center, Inc.

11. Neither BFTC or their employees and agents nor any veterinarian assisting in the collection or shipping shall be liable for special, indirect, incidental, or consequential damages including without limitations: any damages arising from the non-performance of obligations which the Mare Owner may have undertaken to any party in reliance on BFTC, and any veterinarian assisting in the collection or shipping with respect to any agreement of sale or anything done in connection therewith, including but not limited to liability in contract, tort, or otherwise shall not exceed the price of the breeding fee. Mare Owner expressly waives all other remedies, statutory, or otherwise. Mare Owner further acknowledges that the exclusion or remedies is neither unreasonable nor unconscionable.

## TERMS AND CONDITIONS FOR ON SITE BREEDING

### 10. MEDICAL

- a. Prior to delivery of the Mare Owner shall have the mare examined by a licensed veterinarian while mare is in heat and Shall furnish BFTC at or before delivery, a negative culture, and a certificate stating that said mare is suitable for breeding and free of infectious, contagious, or transmissible disease. Mare Owner agrees to have BFTC veterinarian perform any pre-breeding exams or tests to determine proper reproductive health at Mare Owner's expense.
- b. A negative Cog gins test within the past six months is required for all mares arriving at BFTC. Documentation showing The mare has been vaccinated for Eastern and Western Encephalitis, Tetanus, Flu, and Rhinopneumonitis within 60 days of arrival, and Rabies within 6 months MUST accompany mare. Mare Owner agrees that in the event of no such documentation, Quarantine rates will apply, and BFTC veterinarian will vaccinate mare upon arrival at Mare Owner's expense.
- c. In case of any illness or injury, Mare Owner agrees to the course of action taken by BFTC, or BFTC's Veterinarian at Mare Owner's expense.
- d. BFTC will advise with all possible haste any medical or injury problems to Mare's Owner.
- e. All mare care charges and veterinary charges are in addition to Handling Fees, Breeding Fees, etc.

11. LIMITATION OF LIABILITY AND INDEMNIFICATION, REGARDLESS OF ANY NEGLIGENCE ON ITS OR THEIR PART. BFTC AND ITS SUSIDARIES, AFFILIATES, AGENTS, SERVANTS, AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH, OR INJURY SUFFERED, nor for any other loss, damages, or injury arising out of or connected with breeding, or other services pursuant to this Contract, except as required by law. Mare Owner fully understands, authorizes, and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely the Mare Owner's responsibility. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY, OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL, AND COSEQUENTAIL DAMAGES ARE HEREBY EXCLUDED, to the full extent permitted by law. In no event shall Mare Owner's remedy exceed the amount paid for the service complained of. BFTC shall also not beheld liable for any personal injury disability, which the Mare Owner or its agents, representatives, or family may receive while on BFTC premises. Mare Owner agrees to indemnify and hold BFTC harmless for, from, and against any claims, damages, illness or injury caused or suffered by the Mare, and from any claim by a buyer of the mare, and Mare Owner agrees to pay all expenses and attorney's fees incurred by BFTC in defending any such claim.

12. NONASSIGNABILITY: Mare Owner may not assign any rights or delegate any duties under this Agreement without written consent of BFTC.

13. This Agreement an all matters collateral thereto shall be governed by and interpreted in accordance with the laws of North Carolina. At the option of BFTC, jurisdiction and venue for any dispute arising under or in relation to this Agreement may be changed. Mare Owner hereby submits to this jurisdiction arrangement under this agreement.

\_\_\_\_\_  
Mare Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Butler Farm Training Center, Inc.

\_\_\_\_\_  
Date