



Breeding Contract

Purebred Andalusian/outcross mares

This agreement is made this _____ day of _____, 20____ by and between Hidden Pond Farm hereinafter called "Stallion Owner/HPF" and

_____ (name of Mare Owner/Lessee)

_____ (street address)

_____ (city, state, zip)

Telephone (_____) _____ hereinafter called "Client."

PRE Stallion Barbian VIII Registration #7261(S)

PRE Stallion DORADO GF Registration # 1406 (S)

PRE Stallion FETICHIN Registration #190101002305236 9689(s)

Stallion Owner agrees to breed _____ (Mare's name)

Registration # _____ Color _____

Sire _____ Registration # _____

Dam _____ Registration # _____

Number of foals previously produced by mare _____

Breeding problems (if any) _____

The stud fee for "Fresh Cooled Semen" shall be \$1500 (outcross) and \$2500 (pure bred). A \$250 non-refundable booking fee shall be payable on execution of this contract. In addition to the above breeding fee:

A. Client agrees to pay \$250 deposit on the equitainer before the first shipment. The deposit is fully refunded to the Mare Owner when the equitainer is returned, with all parts intact. Equitainer must be returned within forty-eight (48) hours after insemination. If equitainer is not received within five (5) working days from shipment, Mare Owner will be assessed a daily rental fee of \$25.00 per day until returned.

B. Client agrees to pay a shipping fee to be determined based on what form of transportation is used.

Pam Nelson
3018 Pond Run Farm • New Richmond, Ohio 45157 • 513-553-3371

C. All expenses incurred with collection, shipping, etc. is the responsibility of the Mare Owner. It is hereby understood and agreed that Client's mare will be cultured with verification sent to Stallion Owner prior to shipment of semen. Semen shall be shipped only to the Client's equine practitioner, designated herein by Client:

(name of veterinarian)

(telephone)

(shipping address)

All inseminations must be performed by an equine practitioner experienced in equine artificial insemination.

Client understands that at least 24 hours advance notice must be provided to HPF for semen collection and shipment (note: this means up to 48 hours prior to the time that Client actually receives the semen and the Mare can be inseminated). If less than 24 hours advance notice is given, the request will be accommodated if reasonably possible, but at the sole discretion of HPF. Normal semen collection will be done on a Monday through Friday schedule. No semen will be collected or shipped on Sundays. Semen will not be collected or shipped on nationally recognized holidays, the first normal collection day following the nationally recognized holidays will be the next collection day.

Client hereby agrees to have the mare examined for pregnancy between 16 and 20 days following the last date of insemination by ultrasound and will notify HPF within ten (10) days of the results.

After two unsuccessful breeding cycles, the mare will be subject to a veterinary evaluation at the client's expense.

The client will be responsible for all veterinarian charges related to pregnancy of the Mare.

HPF shall provide a return breeding to the same mare during the 2008-09 breeding season providing that the mare fails to conceive during the 2008 breeding season or fails to deliver a live foal from that breeding. As used in this agreement, the term "live foal" means a foal which stands and nurses. Client shall provide HPF a written report from a licensed veterinarian within ten (10) days after the event if the mare aborts or if the foal does not stand or nurse. HPF may, but shall not be required to, allow client to substitute in the event the mare does not conceive, aborts, or otherwise does not deliver a live foal. In no event, however, shall HPF have any further obligations under this agreement after the 2008 breeding season.

Stallion Owner makes no warranties or representation whatsoever with regard to the use of said semen and any foal or foals from the use of same.

If the stallion is not available for service because of death or injury, the stud fee less the booking fee will be returned.

If either party institutes arbitration, suit or legal proceeding to enforce this contract, the prevailing party in such suit or legal proceedings shall be entitled to be reimbursed for its legal fees and expenses relating to such suit or legal action. All suits must be filed and disputed in the State of Ohio.

This contract shall not be assigned or transferred without the expressed, written consent of the Stallion Owner.

This contract is binding upon parties hereto, their heirs, successors and assigns and is governed by the laws of the State of Ohio.

I/we the undersigned certify that we are the Client named herein or a duly authorized agent thereof, as witnessed by my/our signature(s). I/we also certify that I /we have read and understand the terms of this agreement and the attached fee schedule.

(Date)

(Client)

(Date)

(Stallion Owner)

*Barbian and Fetichin have 2008 show commitments. Please give us as much notice as possible regarding breeding timetables so we can accommodate all requests in an appropriate manner.