

JC Andalusians, LLC

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DISCOUNTED EARLY-BIRD 2011 Breeding contract for the Cremello Lusitano stallion Saphiro

This discounted contract is void if not RECEIVED with payment in full no later than July 31st 2010
This Breeding Contract is by and between JC Andalusians, LLC, hereinafter known as "Stallion Owner", and _____ (Mare Owner). Stallion Owner and Mare Owner agree to breed the Stallion Saphiro IALHA#5520(p) to the non-Andalusian / non-Lusitano Mare _____ in the year 2011. The terms of this agreement are outlined below.

FEES

-Non-Refundable Booking Fee: US \$500.00

-Stallion Service Fee: ~~US \$750.00~~ US\$400.00

-Total Stud fee ~~US \$1,250.00~~ US\$ 900.00 (includes booking and Stallion Service fee)

-Transport to collection facility: US\$75.00 (not charged for breedings within breeding season)

-Flush fee: \$95.00 (not charged for breedings within breeding season)

-Breeding Season: Mondays, Wednesdays and Fridays, April 11, 2011 – June 24, 2011

-Collection and related costs: At cost, paid to collection facility on collection facilities terms.

1. PAYMENT: The non-refundable booking fee **and Stallion Service fee are** due and payable with the signing of this contract. ~~The Stallion Service fee will be due no later than 14 days prior to the first semen request OR before April 11, 2011 (whichever comes first).~~ Mare owners with unpaid Stallion service fees on April 11, 2011 will forfeit their booking fee and Mare will be removed from the 2011 books with no refunds given. Semen requests will not be authorized if payment has not been paid in full. All fees associated with collecting and shipping semen will be payable directly to collecting facility on collecting facility's terms. Once Stallion Service fee has been paid, Stallion owner will supply Mare owner with a personalized Semen Request Form and ordering protocol. Additional Stallion Service fees are due and payable in the event an embryo transfer produces more than one foal. A service charge of \$25.00 per month plus 1.5% interest will be applied on any unpaid balance over 30 days. A NSF bank fee is \$50.00 per occurrence. Double the regularly advertised stud fee plus any applicable accrued interest and service fees will be due per mare if additional mares are inseminated without prior approval by Stallion Owner.

2. STALLION OWNER AGREES: Semen from Saphiro is cultured clean and tested EVA negative at the beginning of each breeding season. Mare Owner is entitled to not more than two semen shipments per estrous cycle and not more than 4 shipments per calendar year. Shipped semen requests will be filled in the order received. Should a licensed veterinarian find said mare to be barren after insemination, the mare may receive additional shipments of semen during the current breeding season subject to the provisions in sections 2 and 7. The 2011 Breeding Season is defined as April 11, 2011 – June 24, 2011 *Monday, Wednesday and Fridays*. Holidays observed by FedEx or other unanticipated circumstances may affect availability within the breeding season. Availability of Stallion outside of the breeding season will be considered on an individual basis to schedule around shows, expos or other events and is at the sole discretion of Stallion Owner. A \$75.00 transport fee per trip to collection facility will be due and payable to JC Andalusians if mare is serviced outside of breeding season and a \$95.00 flushing collection fee may be charged by collection facility if necessary to service mare outside of breeding season. There are no transport or flush fees for breeding within the defined breeding season. Transport fees are due prior to shipping semen. Mare Owner may substitute another mare if approved by Stallion Owner and an amendment is signed and attached to this agreement.

3. LIVE FOAL GUARANTEE: This Contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal, which is able to stand and nurse unassisted and/or lives to seven days. If a live foal is not produced, there are return privileges for the remainder of the current breeding season or the following breeding season (2012) if Stallion Owner is notified and receives a written Veterinarian's statement confirming mare's status within 30 days of Mares status being realized. Should a return breeding be needed in 2013 a return booking fee of \$500.00 will be due to Stallion owner prior to shipping semen. Stallion Owner will have no further obligation to Mare Owner after the 2013 breeding season.

4. BREEDER'S CERTIFICATE: Stallion Owner certifies that the stallion complies with all requirements of his breed registry for registration of resulting foal. Stallion owner warrants to have full authority and power to issue a Breeder's Certificate and that this contract is free from all liens and encumbrances. A Breeder's Certificate with breed appropriate registration applications will be issued for the foal within 45 days of notification of live birth, only if Mare Owner is current on all obligations to Stallion Owner and collection facility.

5. MARE OWNER AGREES: to provide a copy of mare's registration papers, if applicable. Mare Owner assumes responsibility for proper handling and administration of semen and agrees to have recipient mare inseminated by a licensed veterinarian or technician. Mare Owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. It is the responsibility of Mare Owner to have the Delivery of Semen Certificates signed by the attending veterinarian and returned to Stallion Owner or to the collection facility. Mare Owner agrees to follow the protocol provided by Stallion owner for ordering semen. Mare owner understands that there is a possibility that because of excessive demand or unusual circumstances, the mare's ovulation may be missed and semen request rescheduled. Mare Owner understands that semen requests are filled on a first ordered first served basis. Mare Owner is to have mare ultrasound scanned within 30 days post insemination and notify Stallion Owner once pregnancy has been determined. Mare Owner agrees to keep the mare in good condition to successfully carry a healthy foal.

6.REQUESTING SEMEN: It is essential for Mare Owner to have mare palpated by a Veterinarian to determine what stage the follicles are at before requesting semen to be shipped. Semen will not be shipped unless attending Veterinarian has determined that ovulation is eminent within 72 hours. Mare Owner agrees to follow the protocol of the collecting facility and/or Stallion Owner regarding semen requests. The usual collection/lab fees will be charged if Mare Owner cancels request of semen shipment after the semen has been ordered. If there should be two inseminations with no resulting embryo, Mare Owner will be required to have the mare cultured clean before there will be any further shipments of semen.

7.REFUNDS: In the event of the death or sale of the stallion prior to servicing the mare and his frozen semen is not available, Mare Owner has the option of a refund of paid stud service fee or acceptance of a substitute stallion owned and offered by Stallion Owner. In no other case is the stallion service fee refundable. Booking, collection and shipping fees are not refundable. The stallion service fee is not refundable after semen has been shipped one or more times. In the unforeseen event Stallion cannot service the mare due to death, injury, infertility or otherwise, then Stallion Owner may provide up to 2 insemination doses of frozen semen to produce no more than 1 foal from the contracted mare to fulfill this contract. All costs associated with frozen semen (shipping/handling etc) will be at Mare Owner's expense. If Mare Owner should have the mare serviced by another stallion during the term of this Contract, this Contract shall become null and void with no refunds given.

8.LIABILITY: A minimum of 1 billion progressively motile sperm will be packaged at the time of shipment. Stallion Owner, Collection facility, and their affiliates are not responsible for semen quality once it has left their care. If shipment is lost, delayed or damaged, Mare Owner assumes all risks of loss including that of lost time and expense associated with preparation of mare for breeding. Mare Owner agrees to hold Stallion Owner and all associated affiliates blameless if mare does not settle, understanding that the burden of conception is placed solely on Mare Owner.

10.DEFAULT: Either party may terminate this contract for failure of the other party to meet any material terms of this agreement. In the event that it is necessary to resort to a court of law in order to enforce the terms of this Contract or to defend an action against either party; it is agreed that the venue of said court action shall be exclusively limited to Orange County in the state of Virginia. Mare Owner irrevocably consents to the jurisdiction of such courts. Stallion Owner may collect on reasonable attorney, collection or court fees defending the terms of this contract.

11.FROZEN SEMEN: As a courtesy, Mare owner may substitute frozen semen for fresh cooled semen on the same terms and conditions listed herein. US\$300.00 per breeding dose fee will be payable to Stallion Owner prior to shipment for the use of frozen semen on this contract. Only one breeding dose will be shipped at a time. Frozen semen remains the property of Stallion owner. Mare owner agrees that any unused frozen semen will be destroyed. A frozen semen contract (and appropriate stud fee(s) will be due) for any retained frozen semen if it's future use is granted by Stallion Owner.

12.CONDITIONS: By signing, Mare Owner warrants being the owner/lessee or a duly authorized agent of the designated mare, and is not a minor. This Contract constitutes the entire agreement between the parties and cannot be transferred without prior written approval by Stallion Owner. In the event mare is sold and transfer is granted by Stallion Owner, there is an additional \$500.00 re-booking fee to transfer this contract to a new mare owner on the same terms contained herein.

13. Discounts: A \$125 discount may be subtracted from the stallion service fee for total stud fees paid in full by December 30, 2010. **An additional \$50** discount may be subtracted from the stallion service fee for returning JC Andalusians' clients and / or multiple mares with the same owner booked together.

*****This discounted contract is void if not RECEIVED with payment in full no later than July 31st 2010*****
Please request a regular contract if booking on or after August 1st 2010

Signature of Stallion Owner: Jennifer Coyle Johnson JC Andalusians, LLC			
Signature of Mare Owner:			
<i>Please print clearly, attach an additional sheet if needed</i>			
Mare Owner:			
Address:			
Phone:		Cell:	
Mare's full name:		Barn name:	Breed:
Reg.:	#	Secondary Reg.:	#
Email:			Date signed:
Booking:	SRF Sent:		Contract rec'd:
Stud Fee:	BC Sent:		Client #
Resulting Foal:			

Please make checks payable to "JC Andalusians" and mail with contract to 14201 Poplar Meadow Lane Barboursville, VA 22923
Please send 2 signed contracts with payment and copy of mare's registration papers