

## EMB Stables Breeding Contract

This agreement, made and entered into this \_\_\_\_ (day) of \_\_\_\_\_ (month) in The year of \_\_\_\_ by and Between \_\_\_\_\_ (hereinafter referred to as "Mare Owner" residing at \_\_\_\_\_ (address) \_\_\_\_\_ (City) \_\_\_\_\_ (State) \_\_\_\_ (Zip) \_\_\_\_\_ and Michele Bluemel (hereinafter "Owner of Stallion") Located at EMB Stables, 166 Shiloh Rd, Bastrop, TX 78602.

Witness Whereas, Owner of Stallion warrants that he is the legal owner of Captain Midnight, a 1989 Black Overo Paint Stallion, registration number# 160226: and Whereas, Mare Owner warrants that s/he is the legal owner of (name And Reg. number of mare) \_\_\_\_\_, described as a (color) \_\_\_\_\_, (Breed registry) \_\_\_\_\_ mare foaled in the year of \_\_\_\_\_, by (sire and registration #) \_\_\_\_\_ and out of (dam and registration#) \_\_\_\_\_.

And Whereas Captain Midnight will stand at stud during the 2014 season at Bluemel Farm, and the parties hereto desire to contract for services of the Mare Owner one season's booking for 2014 to Captain Midnight for the services of the mare named above.

Now therefore, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties Agree as follows:

### **Booking fee**

Payment Due with signed Contract of \$150.00 booking fee by mare owner to Owner of Stallion, which shall be non-refundable whatsoever, but will be applied to total cost of Breeding fee of \$500.00. Owner of Stallion agrees to reserve for the mare Owner one season booking for 2014 to Captain Midnight for the services of the mare via Live Cover during the normal breeding season, defines as from Jan.1<sup>st</sup> to Dec 1<sup>st</sup> 2014. Mare owner agrees to utilize live cover or Shipped Semen from Captain Midnight only for the mare named in this contract.

### **Stud Fee**

Mare Owner shall pay to Owner of Stallion a fee in the amount of \$350.00 (hereinafter referred to as Stud Fee). Mare Owner agrees to pay \$150.00

booking fee, which will be received in advance with signed contract before the arrival of the mare.

At arrival the breeding fee of \$350.00 will be paid to EMB Stables for services to be performed with the mare. In the case of Shipped Semen, the breeding fee will be due when appointment has been set for Shipment of Semen to your Vet. Acceptance of any partial payment(s) due in this agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payments dates shall remain as set forth herein. Owner of Stallion agrees to execute all necessary documents for the registration of the offspring of the breeding: provided, however, that all fees and expenses incurred hereunder have been paid in full by Mare Owner.

### **Mare Care Fees**

While said mare is at Bluemel Farm, a Mare care fee will be charged on a daily basis:

\$8.00 a day for Coastal hay board

\$10.00 a day for Coastal hay and Grain (Brand to be determined by Owner)

### **Payment of Fees**

Mare Owner hereby agrees to pay EMB Stables all applicable charges, fees, services, and expenses identified on this agreement. Except for those that require payment in advance, the charges, fees and expenses shall be due and payable to the stallion Owner before said Mare leaves EMB Stables.

### **Condition for acceptance for mares to be bred live cover**

Prior to Live Cover procedure to the Owners mare, EMB Stables shall be furnished with a copy of the mare's registration papers and current Coggins. Mare Owner agrees to have the mare pregnancy tested or Palpated within 14 days from the last breeding date and provide that information in writing to EMB Stables. Failure to provide said information waives the Live Foal guarantee.

### **Live Foal guarantee**

Owner of Stallion gives a Live Foal Guarantee only to Tobiano, Solid Bred, QH, Arabian and TB mares. Owner of mare needs to be aware that breeding Overo to Overo does have a 25% possibility of developing a Lethal white foal. Unless Mare Owner can provide DNA testing proving she is N/N for OWLS.

For the purposes of this agreement, a live foal shall be one that stands and nurses without assistance, as is generally recognized in standard veterinary practice, and failure to produce a live foal shall be evidenced by written statement from a licensed Veterinarian within two weeks from death. It being expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the mare Owner's mare, including but not limited to Mare care, transportation and any Veterinary Fees.

Should the Mare fail to settle to Captain Midnight, Mare Owner may substitute, without additional fees, another mare agreed upon by the Stallion Owner for the 2014 breeding season only. In the event for a live foal, as defined above, does not result in 2015, Owner of Stallion agrees to breed said mare again or a substitute, approved by Owner of Stallion, in the normal breeding season of 2015: provided however, that Captain Midnight is able to service mares. In the event Captain Midnight dies, is sold or becomes unfit for service prior to settling the mare, this contract will become null and void.

### **Refunds**

The only fees that are refundable under this agreement are the breeding fees. They are only refundable should Captain Midnight die or be unfit to breed for any reason. No Refund will be made if live cover was attempted for a second time during the 2015 breeding season and the mare was proven by a vet that the mare was unable to conceive. It is the responsibility of the mare owner to make sure the mare is healthy and able to carry a foal before breeding the mare. If the mare is to be re-bred as provided for herein, and the mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refunded and this contract is hereby cancelled.

### **Assignments, Transfer**

This agreement shall be binding upon and incur to the benefit of the parties hereto and their successors. This agreement shall not be assigned or transferred by either party hereto without prior written consent of the other party. The breeding right may be transferred with the sale of the above mare only if the stud fee has been completely paid and the new mare Owner executes a new service contract and pays a \$150.00 rebooking fee within 30 day of the sale: otherwise, the breeding becomes nullified. There are no other provisions for transfer or sale of said rights.

## **Default**

Either party may terminate this agreement for failure of the other party to meet any material terms of this agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred as a result of said default. Any communication or notice made in connection with this agreement shall be made in writing only and shall become effective when deposited in the United States mail properly addressed to the addresses at the end of this agreement with proper postage for first class mail. In the event of dispute between the parties concerning this agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney's fees, costs, and disbursements whether during arbitration, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings.

## **Waiver of Liability**

Mare Owner hereby agrees that EMB Stables shall not be liable for any special, incidental, or consequential damages arising from the transactions covered by this agreement, including without limitation any damages arising from nonperformance of obligations which Mare Owner may have undertaken to any third party in reliance upon any promises and representations made in this agreement. EMB Stables, its agents, or employees shall not be liable for any sickness, disease, death or injury which may be suffered by the mare, or any foal of the mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding of the mare. Mare Owner understands that all risks connected with breeding to Captain Midnight shall be borne solely by the mare Owner.

## **Miscellaneous Provisions**

This agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. No other agreement, promises, or representations, verbal or implied are included herein unless specifically stated in this written agreement. This agreement may be amended or modified only in writing, with 30 days notice and signed by both parties. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions thereof shall be deemed in full force effect. This contract is made and entered into

