

## ECONOMIC STIMULUS BREEDING AGREEMENT

### Fox Hollow Sport Horses

1302 Hickory Hollow Rd NE  
Solon IA 52333-9291  
319-848-4280

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**THIS BREEDING AGREEMENT** (the AGREEMENT) is made on \_\_\_\_\_, 20\_\_\_\_\_, by and between **FOX HOLLOW SPORT HORSES** (Sire Owner) and \_\_\_\_\_ (Mare Owner) whereas Sire Owner will supply Mare Owner with fresh semen from Regalia Prince Arthur, a dun/gray colored Irish Draught Stallion, during the 2011 breeding season. The breeding season for the purposes of this agreement is defined as **April 1, 2011 to June 1, 2011**

**STUD FEES:** Mare Owner provide the Sire Owner with the discount fee of \$500 by cashier's check or money order made payable to Fox Hollow Sport Horses and this signed agreement. If this agreement is accepted the \$500 includes a nonrefundable booking fee.

- 02. ARTIFICIAL INSEMINATION COLLECTION FEES:** Artificial insemination (A.I.) is available via fresh, chilled semen for shipping or on-site insemination. Collection, shipping, and artificial insemination (A.I.) services are provided by *Abraham's Equine Clinic*. **Contact information supplied at the end of this agreement.** Collection/insemination fee on-site is \$150. Collection/shipment fee is \$250. Other fees on-site will apply. Please contact Abraham's Equine Clinic for questions about other on-site fees such as mare care, palpation etc. All fees are subject to change. Mare Owner is responsible for all collection, shipping, handling and on-site mare care and insemination costs.
- 03. Uterine Culture and Veterinarian Requirements:** Mare must have recent negative uterine culture before Mare Owners requests semen. Mare Owner must supply a copy of the negative culture to Sire Owner prior to insemination. Mare Owner must have a licensed veterinarian examine the mare to determine the phase of ovulation and recommend the proper time to request shipment of semen. Sire Owner reserves the right to request and inspect the written verification of the examination. All inseminations must be performed by a licensed veterinarian.
- 04. LIVE FOAL LIMITED GUARANTEE:** In the event that the Mare Owner's mare does not produce a live foal that can stand and nurse unassisted, Sire Owner agrees to carry forward the Stud Fee into the next breeding season, or provide a refund of the stud fee (minus booking fee) at Sire Owner's discretion. In the case of multiple foals, born alive or stillborn, this agreement is deemed fulfilled. The Sire Owner will carry forward the Stud Fee and honor the Live Foal Limited Guarantee only if the Mare Owner properly maintains the health of the mare and verifies the mare's pregnancy loss, stillbirth, or newborn foal death by notifying Sire Owner within 48 hours and by sending to Sire Owner within ten (10) days a signed and dated veterinary certificate which clearly states the following:
  - ◆ Identification of the mare named therein;
  - ◆ Verification of the loss of pregnancy or stillbirth; and
  - ◆ Verification that, in the veterinarian's best judgment, the mare was maintained in a reasonable state of health, including vaccinations and de-worming and that monitoring of the mare around the time of foaling was adequate to reasonably detect and attend to any foaling difficulties.
- 05. REGISTRATION:** Sire agrees to assist Mare Owner in the execution of all necessary documents for the registration of offspring of the breeding. Sire Owner will not be responsible for the registration fees for the foal.
- 06. WARRANTIES:** This sale is made on the express understanding that there is no implied warranty that the goods shall be merchantable or fit for a particular purpose. You acknowledge that there are no warranties which extend beyond the description on the face hereof.
- 07. TERMINATION:** Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the event that sire dies or in any way either becomes unfit for breeding, before semen has been provided under this Agreement, then this Agreement becomes null and void and Sire Owner shall refund any Stud Fees, minus a \$250 booking fee, to the Mare Owner. In the event that the sire dies or in any way becomes unfit for breeding during the life of this Agreement and frozen semen is available to fulfill the Sire Owner's obligations under this Agreement, then the Sire Owner shall ship frozen semen to the Mare Owner, subject to the deposits and fees required for the handling and shipping of said frozen semen. In the event that the mare dies, or in any way either becomes unfit for breeding, before semen has been provided under this Agreement, Mare Owner may request this Agreement be transferred to another mare, or that the Sire Owner refund any Stud Fees, minus a \$250 booking fee, to the Mare Owner. Decision for alternate use of the agreement rests with the Sire Owner.
- 08. GOVERNING LAW:** This agreement is governed and shall be construed under the laws of the State of Iowa.
- 09. DISPUTE RESOLUTION:** Any such disputes arising within the contractual relationship created herein, whether in tort or contract, shall be adjudicated pursuant to the terms of the Iowa Arbitration Act. Any counterclaims which otherwise would be compulsory shall

not be brought in any other forum other than arbitration pursuant to this paragraph. In no event shall Mare Owner's remedy exceed the amount of the fees paid to Fox Hollow Sport Horses for services.

10. **SEVERABILITY:** Any provisions of this Agreement which may be held illegal or invalid by an adjudicative forum shall not consequently make invalid or illegal any of the remaining provisions of this Agreement.

**MARE OWNER INFORMATION**

**Name:** \_\_\_\_\_

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

**City:** \_\_\_\_\_

**State:** \_\_\_\_\_ **Zip Code** \_\_\_\_\_

**Phones #:** \_\_\_\_\_ # \_\_\_\_\_

**E-mail address:** \_\_\_\_\_

**MARE INFORMATION:**

**Registered Name:** \_\_\_\_\_

**Breed:** \_\_\_\_\_ **Registration Number:** \_\_\_\_\_

**Year of birth:** \_\_\_\_\_ **Nickname:** \_\_\_\_\_

**OWNER SIGNATURE** \_\_\_\_\_ **DATE** \_\_\_\_\_

**INDICATE METHOD OF PAYMENT FOR STUD FEES:**

\_\_\_\_\_ A check payable to Fox Hollow Sport Horses is enclosed with this agreement.

**FOX HOLLOW SPORT HORSES SIGNATURE** \_\_\_\_\_

**DATE** \_\_\_\_\_

Collection contact:

Abraham's Equine Clinic (AEC)  
617 Dows Road S.E., Cedar Rapids, IA 52403-7007  
Phone: 319-366-6441