

BREEDING AGREEMENT
Fox Hollow Sport Horses

1302 Hickory Hollow Rd NE
Solon IA 52333
319-848-4280
Info@solutionfactor.com

THIS BREEDING AGREEMENT (the AGREEMENT) is made on _____, 20_____, by and between **FOX HOLLOW SPORT HORSES** (Semen Owner) and _____ (Mare Owner) whereas Semen Owner will supply Mare Owner with up to four doses frozen semen from Silver Granite, a gray RID stallion, during the 2009 breeding season. The breeding season for the purposes of this agreement is defined as January 1, 2009 to September 30, 2009

STUD FEES: Mare Owner shall pay to Sire Owner a one-time fee of \$1500, which includes a non-refundable \$250.00 booking fee, for the sire's services

This fee is due a minimum of seven days prior to shipment of one dose of semen via check or money order made payable to Fox Hollow Sport Horses.

02. Mare owner/Purchaser: THE PURCHASER REPRESENTS THAT THE PURCHASER IS THE OWNER OR LESSEE OF THE MARE, OR IS OTHERWISE AUTHORIZED BY THE MARE'S OWNER (S) TO BREED THE MARE IN ACCORDANCE WITH THE TERMS OF THE CONTRACT. THE PURCHASER AGREES TO PURCHASE A BREEDING FOR THE BELOW MARE TO THE STALLION LISTED ABOVE WHICH WILL INCLUDE UP TO 4 DOSES OF FROZEN SEMEN. THE PURCHASER UNDERSTANDS THAT THERE IS NOT A LIVE FOAL GUARANTEE AND THAT THE AGREEMENT IS VALID FOR THE 2009 BREEDING SEASON AS DEFINED ABOVE. IT IS HIGHLY RECOMMENDED THAT ONLY MARES WHO ARE REPRODUCTIVELY NORMAL BE USED FOR BREEDING WITH FROZEN SEMEN.

03. Purchaser Responsibilities: Upon the receipt of the breeding fees and signed Contract by Fox Hollow Sport Horses, the Purchaser shall have the right to receive up to 4 breeding doses of frozen semen from stallion listed above from Abraham's Equine Clinic. The Purchaser is responsible for the contracting and arranging with Abraham's Equine Clinic ("AEC") at 617 Dows Road SE, Cedar Rapids, IA 52403 (319) 366-6441 the shipment of the frozen semen to the Purchaser. The Purchaser is responsible for paying all costs related to shipping. The Purchaser agrees to use the services of an approved reproduction equine veterinarian to handle the frozen semen and for the insemination of the Mare. The Purchaser agrees to perform a pregnancy ultrasound on or before the 16th day after the insemination and send written confirmation of the pregnancy to Fox Hollow Sport Horses. Purchaser agrees to complete and send to Fox Hollow a Frozen Semen Insemination Report, signed and dated by the licensed veterinarian who performed the insemination.

04. No LIVE FOAL GUARANTEE: Fox Hollow Sport Horses does not guarantee the birth of a live foal or offer rebreeding in the event no live foal is produced.

05. REGISTRATION: The Purchaser is responsible for ascertaining the Registration requirements for the use of frozen semen and for the insemination of the mares.

06. WARRANTIES: All semen provided pursuant to this Contract is sold and provided in an "AS IS" condition. Fox Hollow Sport Horses makes no guarantee or warranty as to the fertilizing capacity of any semen provided under the terms of this Contract, either expressed or implied, and all such warranties are specifically disclaimed.

07. APPROVAL: FOX HOLLOW SPORT HORSES RESERVES THE RIGHT TO APPROVE OR DISAPPROVE THE MARE FOR BREEDING TO SILVER GRANITE, AND TO REJECT AN OFFER TO PURCHASE FROZEN SEMEN. UPON RECEIPT OF A SIGNED CONTRACT AND ALL BREEDING FEES, FOX HOLLOW SPORT HORSES WILL DIRECT ABRAHAM'S EQUINE CLINIC TO RELEASE SEMEN FOR SHIPMENT TO PURCHASER.

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 _____

Mare Information:

Registered Name _____ Nick Name _____

Breed _____ Age/Year of Birth _____ Color _____

Owner Name & Address

Approximate date of breeding _____

Name and Address to be used for shipping semen:

Primary Contact Person _____

phone(s) _____

Alternate Contact Person _____

phone(s) _____

=====

===