

Defiance Friesians, LLC

15490 Buckland Court

Elbert, CO 80106

719/495-2773

(Cell) 719/433-1276

Email: DasGus@msn.com

Website: www.DefianceFriesians.com

This agreement is made by and between Defiance Friesians, LLC, hereafter referred to as "Breeder" and _____, hereafter referred to as "Mare Owner" and entered into on this _____ day of _____, 200_ for breeding by live cover to the mare known as _____, registration no. _____ by the Friesian stallion known as Nikko of Noble for the breeding fee of \$500 (deduct \$50 for early booking sale 2008) with total due of \$450. This breeding shall be subject to the following terms and conditions:

1. **Fees Due.** The Live Cover breeding fee is \$500 (minus a \$50 discount if this contract is entered into on or before April 30, 2008). Any further balance due that has not been paid within sixty days is subject to a service charge of either \$10 or 18% interest each month, whichever is greater, on the unpaid balance unless other arrangements are made in writing between the parties. As Breeder collects fees up front, we consider that the Mare Owner has purchased a breeding from Nikko of Noble. We will honor that breeding for as long as it takes for that mare owner to have a live foal as long as all expenses are paid in a timely manner and the mare care is appropriate. We will be flexible as to which mare is being covered as long as we are notified by the mare owner as to their wishes. Should it take more than one breeding season to accomplish the breeding goal with a pregnancy and live foal, all conditions of the 2008 contract will "roll over" to the contract of the following year. Payment can be made with Visa or Mastercard through paypal or can be mailed in the form of check or certified funds. Any personal checks must clear the bank before Breeder will sign this agreement.
2. **Live Cover.** Live cover will occur and be handled by Breeder and Breeder's Veterinarian at Range View Equine Associates located at 13175 Murphy Road, Elbert, Colorado 80106, under professional supervision. Mare Owner understands the inherent risks involved in live cover breeding and that biting, kicking and the like are possible. As a result, Mare Owner releases Breeder from any and all injury Mare may sustain or that occur as a result of Live Cover Breeding. Mare Owner authorizes Breeder to use their discretion when determining the necessity for safety precautions such as the use of breeding hobbles or sedation and agrees to pay any expenses incurred as a result of utilizing said safety precautions.
3. **Mare Care.** Full mare care can be provided by either the Breeder or the Breeder's Veterinarian. Mare Owner will be responsible for any and all fees associated with the care of the mare while mare is in the custody of Breeder or Breeder's Veterinarian. Breeder charges \$8.00 per day dry or 10.50 per day wet for full mare care at Breeder's facility. Should Mare Owner choose to use Breeder's Veterinarian and facility, the cost is \$9.00 per day dry and \$13 per day wet. Full detailed feeding instructions shall be

provided to Breeder in writing. Mare Owner has the choice to obtain her own medical services for the mare or may obtain the services of Breeder's Veterinarian. Pre and post breeding exams and health care can be provided to Mare Owner by Breeder's Veterinarian, Range View Equine Associates; this includes the ultrasounds and palpations (which range from \$41 to \$60) and injections (which range from \$15 to \$50). Should Mare Owner choose to retain her own veterinarian, Mare Owner agrees to provide adequate advance notice of when the mare is ready to breed (see also Paragraph 6 of this contract).

4. **Stallion Health.** Stallion has tested negative for EVA and receives annual vaccinations against this virus. The stallion is also regularly vaccinated for Eastern and Western Encephalomyelitis and Tetanus Toxoid, Rhinopneumonitis, Influenza, West Nile and Strangles and holds a current negative coggins status.
5. **Mare Health.** Mare shall be of healthy and sound breeding condition. She shall be up to date on vaccinations (including Eastern and Western Encephalomyelitis and Tetanus Toxoid, Rhinopneumonitis, Influenza, West Nile, and EVA), be negative for EVA, hold a negative coggins and current on a de-worming program. A veterinarian health certificate and uterine culture are highly recommended prior to breeding. If the mare fails to settle in foal after two cycles, Breeder may require the Mare Owner to obtain a current reproductive exam/uterine culture prior to any further breedings.
6. **Advance Notice for Breeding.** Breeder and breeding facility must receive reasonable notice of desired cover dates. Mare Owner is to advise Breeder upon start of the mare's cycle and contact Breeder again the day prior to desired breeding. Breeder cannot guarantee a live cover on the desired date without this information. **Please notify us as much in advance as possible to coordinate timing.** The Colorado State Short Course on Artificial Insemination and Cooled Shipments supports the theory that stallions bred daily risk a drop in their concentration and motility. They suggest that breeding every other day or even every third day is optimum. Therefore, in order to accommodate as many mare owners as possible without compromising the semen quality, Defiance Friesians and our collection site have agreed to a collection/breeding schedule that offers the optimum opportunity for quality semen. This means that, on occasion, the mare owner may need to notify Breeder a day earlier than their optimum desired cover date. We wish to reassure you that this will not compromise the success of your breeding program.
7. **Live Foal Guarantee.** This contract contains a "Live Foal Guarantee." A live foal is defined as a new born foal that stands and nurses without assistance. If the Mare Owner does not receive a live foal (as the result of the death or absence of the foal), Mare Owner will receive a return breeding privilege for the year 2009 breeding season, but only if Breeder is notified within 30 days of loss and receives a licensed veterinarian's statement confirming death. If, after being pronounced safe in foal, the mare should miscarry, abort or prove barren, Mare Owner has the privilege to return mare for breeding and/or request an additional live cover during the current breeding season, or the following breeding season. However, Defiance Friesians expects the Mare Owner to provide proper documentation regarding mare care, vaccinations, and worming and periodic pregnancy

checks in order to honor Live Foal Guarantee. Finally, the Live Foal Guarantee will be null and void if all monies owed the Breeder are not paid by _____ unless there is a prior agreement between the Mare Owner and Breeder.

8. **Document Requirements.** Defiance Friesians requires medical documentation of vaccinations, pregnancies, absorptions, abortions and medical verification of loss of foal and circumstances. We appreciate that this is a stressful time, but find that keeping accurate records of the mare's breeding history is essential to our business. This will also insure that the Mare Owner will have all the benefits they are entitled to from our Live Foal Guarantee.
9. **Post-Breeding Requirements.** Defiance Friesians would appreciate it if the Mare Owner would have their mare checked for pregnancy at approximately 16 days after ovulation, either by their own veterinary or Breeder's veterinary service (which is approximately \$55). This allows for time to handle any issues around possible twin embryos as well as give us all time to prepare for the next breeding cycle if the mare did not settle. It is agreed that mares to be bred shall be checked for pregnancy by a licensed veterinarian approximately 45 days after the last date of cover. Failure to accurately report status of mare in question in a prompt manner could render the Live Foal Guarantee null and void. If the mare fails to settle for any reason, the Mare Owner will hold the Breeder blameless.
10. **Stallion Status Change.** It is further agreed that should the stallion die or be declared infertile by a veterinarian before the mare settles (with maximum time limit of August 31, 2008) any fees paid, less expenses, will be refunded to Mare Owner, thereby canceling the breeding contract.
11. **Transferability.** This contract is non-transferable without prior written approval from the Breeder.
12. **Jurisdiction.** This contract is entered into in the State of Colorado, County of El Paso, and will be interpreted and enforced under the laws of this state.
13. **Arbitration.** Should Defiance Friesians, for any reason, need to employ either a collection agency or legal services to assist in collections, Mare Owner will be responsible for these fees in addition to any expenses being billed.

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Contract Signatures

When the Mare Owner and the Breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions:

Breeder

Mare Owner

Date

Date

Mare Owner's Address:

House Number and Name of Street

City State Zip

Home Phone: _____ Work Phone: _____

Pager: _____ Cell Phone: _____ Fax: _____

Email: _____ Ranch Name: _____

r mare is beginning the cycle during which you wish to begin breeding, please contact Julie Davis to make arrangements.

Phone: 719/495-2773 Cell: 719/433-1276
Email: DasGus@msn.com Please get confirmation from me that I received your email/call/fax regarding your needs for a breeding!!!!!!

Please remember to return the signed contract and include the following:

1. \$500 Breeding Fee (minus \$50 if prior to 4-30-08);
2. \$50 mare care deposit (if applicable);
3. Copy of mare's negative coggins certificate, negative EVA status and current vaccination records;
4. Health certificate indicating healthy uterine culture results (may be submitted at a later date); and
5. Copy of the mare's registration papers (if applicable)

Thank you so much for considering Nikko of Noble for your breeding program and we sincerely hope that this will be an exciting, rewarding and pleasant process. Please feel free to give us your comments, both positive and negative that might help us improve our program in the future.