

CONTRACT FOR BREEDING RIGHT / COOLED SEMEN

(Please read carefully before signing)

I hereby confirm my reservation to the stallion SANTA CRUZ for the year _____ if said stallion is alive and fit to breed. I understand and accept the following terms. A veterinary certificate and current uterine culture, taken when the mare is in heat and submitted to a recognized laboratory, showing the mare to be in sound breeding conditioning and free of infection is a condition of the service. All fees, charges, and transportation costs due to FAH must be paid before the delivery of the semen; unless a signed amendment is attached to this contract.

I understand that my mare must be examined by a licensed veterinarian between 35 and 45 days after the last day bred and F.A.H. must be notified of here pregnancy status at that time.

It is understood and agreed that this contract guarantees free return privileges for the same mare if the mare is examined by a licensed veterinarian and found to be barren at 55 days from the date of the last service, provided notice of same is sent to F.A.H. in the form of the Mare Identification Breeding Passport, signed and returned to F.A.H. by certified mail, return receipt requested, within ten days of such examination. No re-breeding will be considered prior to the receipt of this passport by F.A.H.. At any time, if the mare does not conceive, or if for any reason the mare is determined by a licensed veterinarian to be unable to conceive, the mare owner may exercise the privilege hereby granted, to substitute another mare by promptly notifying F.A.H. by certified mail, return receipt requested.

Should the mare not produce a live foal that stands and sucks, the mare owner shall also be entitled to a free return if, and only if, F.A.H. is notified by certified mail, return receipt requested, within forty-eight hours of the foal's death. In addition, such notice must be followed within ten days by a written statement of details by licensed veterinarian, which statement must be sent by certified mail, return receipt requested, to F.A.H. If such statement of details is not received on a timely basis, the guarantee is null and void. This clause is also binding in the case of abortion. In no case shall F.A.H. deliver semen under the terms of this breeding contract for a period of more than three years (the Three Year Limitation) commencing on the year of the first breeding under this contract. This Three Year Limitation shall still apply if the breeding right is resold by the undersigned mare owner.

Further Terms and Conditions:

The stud fee is _____ and is due in its entirety before the first breeding and is payable to F.A.H. A _____ non refundable booking fee and "Health Form" is due with the return of this contract.

All semen transportation (shipping) costs will the responsibility for the mare owner and will be billed on a monthly basis. The mare owner will be responsible for any balance due at the end of the breeding season.

A container deposit of \$_____ is due with the return of this contract. The deposit will be returned upon the receipt of the signed Mare Passport after day 55. Any loss or damages to the container will the responsibility for the mare owner. Any compensation for loss or damage will be deducted

from the deposit. The deposit may also be held beyond the above-mentioned date until any balance due for shipping expenses has been paid.

The container must be returned via the same express service used outgoing with **96 hours** of arrival, including the "Delivery Certificate of Transportation Semen" duly signed by licensed veterinarian. Failure to comply with this term will result in the forfeit of the container deposit and a new deposit will then be required to receive further shipments.

A \$_____ collection fee will be billed for each semen collection and F.A.H. will invoice the mare owner on a monthly basis.

F.A.H. assumes responsibility only to deliver semen in viable condition at the time of delivery to the mare owner's farm or other designated location. The semen must be administered by a licensed veterinarian within 24 hours of delivery and the breeding passport duly signed.

This contract shall be interpreted in accordance with the laws of the State of Pennsylvania and its validity and administration shall be governed by said laws.

The parties agree that the terms and conditions stated herein set forth the entire agreement of both parties.

As the mare owner I understand that F.A.H. reserves the right to refuse any contract for breeding at its own discretion.

As the mare owner I understand that I shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agree to hold F.A.H., or any person employed by or associated with F.A.H., harmless for any and all damages associated therewith.

Name of Mare: _____	Registration #: _____
Breed: _____	Barren, Maiden, or Foaling? _____
Sire: _____	Dam: _____
	Dam Registration #: _____

Owner's Name: _____
Address: _____

Mare Owner's Signature: _____ Date: _____

Accepted by: _____ For F.A.H. Date: _____

Return with booking fee to:

**F.A.H.
Greifenstein Farm
796 Hereford Road
Elizabethtown, PA 171022**