

JUST THE RIGHT HORSE

BREEDING CONTRACT

WITNESS THIS AGREEMENT this _____ day of _____ 2008, between Bonnie Lorenzen, Stallion owner, hereinafter referred to as "Farm owner Of Just The Right Horse American Saddlebred Farm, 8501 Reichs Ford Road, Frederick Md 21704 – 301-662-3034.

1. BREEDING FEE:

The undersigned, Owner ("Mare Owner") of the mare (Name) _____ Registration# _____ and Breed _____ hereby agrees to breed to Macs Eternal Dancer ("Stallion"), Macs Eternal Dancer, APHA #554,525 standing at Just The Right Horse (hereafter "JTRH") and to pay a booking fee of \$250.00 and a breeding fee of \$550.00 covering the 2008 breeding season which are due and payable 30 days to the arrival of Mare at Farm. **(NAME OF MARE, REGISTRATION# AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT.)**

2. OTHER SERVICES AND EXPENSES:FOR MARE CARE AT JTRH

It is understood that in addition to the above stated fee, the Mare Owner shall pay board Expenses at the rate of \$14.00 per day for an open mare, plus Veterinarian's services and expenses and all other services and expenses reasonable and necessary to ensure the well-being and breeding of the Mare. JTRH must be paid in full before the departure of the mare.

3. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED AT JRTH:

Prior to or at the time of arrival of the Mare, JTRH or its custodian shall be furnished with a copy of Mares registration Papers and a Veterinarian's certificate certifying:

- That the Mare has been examined prior to her shipment date and is in good health and condition to be bred.
- That the Mare has received a current negative Coggins test.
- That the Mare has been inoculated against EW tetanus infection within the past 6 months.
- That the Mare has had Flu-VAC within the past 6 months.
- That the Mare has a negative uterine culture within 90 days.
- That the Mare should be at our farm for 3 days of breeding.

JTRH reserves the right to refuse acceptance of the Mare under this agreement, if in the event major medical problem arise or develop which, in the opinion of JTRH would preclude the breeding of said Mare, upon notification, this Contract shall terminate and the parties shall be relieved of any further obligation or liability hereunder, except Mare Owner's obligation to remove the Mare from JTRH or its custodian at Mare Owner's expense, at which time all outstanding bills and Mare Owner's obligations under termination, to substitute another Mare to complete the contract.

IT IS NOW THEREFORE AGREED between the parties as follows:

BOOKING AND STALLION FEES

(A) Mare Owner agrees to pay a refundable booking fee of \$250.00 to reserve a breeding for the year 2008, which shall be credited against the Stallion Service Fee of \$750.00. Mare owner has been notified that Mare will be Live Cover bred to Owner's Stallion. Final payment of Stallion fee must be paid in full to farm owner in 30 days from the date of signed contract per Mare Owner as above-described.

REBREEDING PRIVILEGE

JTRH anticipates a live foal from this mating. This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal which stands and nurses without assistance. A live foal is defined for the purpose hereof as one, which stands and nurses for at least 24 hours. Should the Mare abort at any time after being confirmed in foal to the Stallion or should her foal be born dead, the Mare Owner is guaranteed a return privilege for the next season.

If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season only if the notification procedures as set forth below are followed. The Farm guarantees a return breeding for the following breeding season for said mare or an approved substitute should a "live foal" as above-described not result from this mating. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown.

This privilege shall not apply unless, JTRH is notified by registered or certified mail, return receipt requested in writing ninety-six (96) hours of delivery the aborting foals' death and a statement by licensed Veterinarian follows within (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner, or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

CONTRACT NULLIFICATION:

It is understood that should the Stallion die or become unfit for service that the Mare does not produce a foal, this contract shall become null and void, in which case, Mare Owner has the right to transfer the breeding to another JTRH Stallion, or money paid as breeding fees only, shall be refunded. Furthermore, in the event the Stallion dies or become unfit for service, another Stallion from JTRH will be available.

In the event of the death of the above-named stallion, this contract shall become null and void. No money shall be refunded to mare owner except the booking fee if the mare has not been bred. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee as above-described shall become null and void. Should the mare die subsequent to payment of the booking fee but prior to breeding, only the booking fee will be refunded to Mare Owner. No other fees or charges are refundable except as described in this paragraph.

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Maryland, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Farm Owner: _____

Signature

Address: _____

Mare Owner: _____

Phone: _____ Cell: _____

Signature

Address: _____

Phone: _____

BOOKINGS FOR 2008:

Please return the signed Contract to our Office with deposit of \$250.00. Balance will be due 30 days before arrival of Mare.

Please make check to:

Just The Right Horse
8501 Reichs Ford Road
Frederick Md 21704
301-662-3034