

ATUM

AHA# 666380 CA/SCID/LFS Clear

Breeding Agreement

Transported/Cooled Semen

This Agreement, made and entered into this ____ day of _____ 2024, by and between:

Name: _____

Farm Name: _____

Address: _____

Telephone(s) _____ Fax: _____

Email: _____, hereinafter referred to as the "Mare Owner" and Carol Maginn – Bear Creek Ranch 1135 Schuelke Road, Lockhart, TX 78644, hereinafter referred to as the "Stallion Owner".

Witnesseth

Whereas, Carol Maginn – Bear Creek Ranch is the legal owner of the stallion named **ATUM**, AHA# 666380, hereinafter referred to as the "Stallion". Whereas such stallion shall stand at Bear Creek Ranch at 1135 Schuelke Road, Lockhart, TX 78644 United States. Phone: 512-620-2777 Email: carolmaginn@gmail.com, hereinafter referred to as "Stallion Manager".

Whereas, Mare Owner has the following legal ownership rights to the following mare:
Mare's registered name:

Reg _____ #: _____ Mare's Date of Birth: _____
Color: _____ Sire: _____
Dam: _____

The parties agree to the following:

This agreement grants the Mare Owner one (1) booking during the 2024 breeding season for the Stallion's servicing of mare and guarantees a live foal (pursuant to the Live Foal Section of this agreement) for the above-mentioned mare only, any substitute mare must be approved by the Stallion Owner/Manager.

Fees:

Breeding Fee for **ATUM** is \$3,500. Payment in full is payable prior to collection and shipment.

Collection and Handling Fee: \$350. This includes collection of stallion, laboratory, semen preparation and packaging of semen for shipment.

Shipping Fees: **Mare Owner is responsible for actual shipping cost of semen.** FedEx shipping charges vary, therefore, a FedEx account number or a credit card number is requested for shipment(s). Domestic shipping is approximately \$135 to \$150 Weekend and holiday shipping may be higher.

Note: All amounts paid by Mare Owner shall be non-refundable except in the circumstance of death, incapacity, or exportation of 'Stallion'.

Live Foal Guarantee: The Breeding Fee for ATUM includes a pregnancy of live foal guarantee. A live foal is defined as a newborn foal that stands and nurses without assistance for 24 hours. Should the Mare fail to conceive, abort, die, or not produce a live foal, the Stallion Owner guarantees that the Mare Owner shall have the right to rebreed or substitute a mare, (Stallion Owner/Manager must approve substitute mare) within the current or following breeding year. Mare Owner shall also notify Stallion Owner/Manager within thirty days of the mare's abort. If the mare dies, Mare Owner shall provide Stallion Owner/Manager with a veterinarian's certificate of death. **Live Foal Guarantee shall be specifically conditional upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth (5th), seventh (7th), and ninth (9th) months of the mare's pregnancy,** Mare owner shall provide Stallion Owner/Manager with a certificate indicating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section. Live Foal Guarantee to Stallion shall be void and the Stallion Owner/Manager shall have no further obligation under this section if:

Mare fails to conceive, aborts, or dies and mare owner fails to notify stallion owner/manager.

Mare Owner fails to provide Rhinopneumonitis vaccinations certificate to stallion owner/manager.

Mare is bred by any other stallion without written consent of stallion owner/manager prior to rebreed.

Mare is substituted with another mare without written consent of stallion owner/manager.

Breeding: Stallion Owner/Manager reserves the right to require a mare that has not settled within three heat cycles to be examined, cultured, or biopsied to determine breeding soundness. Stallion Owner/Manager reserves the right to refuse Stallion's servicing to any mare upon detection of mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Mare Owner may be obligated to substitute another mare to fulfill the terms of this agreement. The Stallion Owner/Manager reserves the right to remove the stallion from the premises of Fantasia Arabians, for a period of time necessary to show and/or promote the stallion in the best interest of the Stallion Owner and Mare Owner. During this time, Mare Owner understands that mares that come into heat may not be bred during that particular heat cycle. It is the Mare Owner's responsibility to check on availability of stallion for breeding during these times.

Incapacity, Death or Exportation of Stallion: In the event of Stallion's death, or Stallion becomes incapacitated before mare is serviced pursuant to this agreement, the Stallion Owner or Stallion Manager shall at their discretion terminate this agreement, in which breeding fee will be refunded, or provide frozen semen from the Stallion if available. In the event of the Stallion's death, or stallion becomes incapacitated after mare is serviced and mare does not produce a live foal pursuant to this agreement, then Stallion Owner shall provide frozen semen if available. In the event stallion is exported prior to the contractually agreed upon breeding season and the mare does not produce a live foal, then stallion owner shall provide frozen semen if available. Stallion Owner/Manager is not under obligation to provide frozen semen.

Availability of Semen: Requests for semen collection and transported semen shall require a 24-hour notice prior to shipment of semen. Stallion Manager does not guarantee a semen shipment if a request is

not received 24 hours in advance. **IT IS IMPORTANT TO COORDINATE REQUESTS FOR SEMEN WITH STALLION MANAGER.** Stallion Manager shall provide semen on a "first come, first serve" basis and shall not guarantee semen to Mare Owner if stallion is overbooked on that day. Semen collection may be delayed due to Stallions show schedule or commitments. Stallion manager shall collect and transport semen on Monday, Wednesday, and Friday only. Stallion Manager respectively reserves the right to not collect or transport semen on Holidays. Stallion Manager shall provide semen from Stallion identified in this contract and makes no guarantee of the condition/fitness of the semen once the equitainer has left their facility. Once semen has left the facility the Mare owner shall have the responsibility to insure the proper handling of semen and insemination of the mare.

Liability Waiver: Bear Creek Ranch, its agents, employees, veterinarians, and farriers shall not be held liable for any injury. Mare Owner fully acknowledges that Stallion Owner/Stallion Manager does not provide any public liability, accidental injury, theft, or equine mortality insurance whatsoever for mare.

This agreement constitutes the entire Agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. This contract is non-saleable and non-transferable.

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this agreement.

Signature of Mare Owner _____ Date _____

Signature of Stallion Owner/Manager _____ Date _____

Credit Card Authorization

I hereby give authorization for Bear Creek Ranch to use my credit card for stud fees, and Bear Creek Ranch to use my credit card for collection and shipping charges, handling fees, equitainer deposits, container deposits, late charges, boarding, training, broodmare care, foaling out mare, and any other fees relating to my mare(s) by Bear Creek Ranch. I have also attached a copy of my credit card, front and back, to this authorization. I understand that the credit card processing fees will also be charged to my card.

Signature: _____

Print Name as it appears on credit card: _____

Credit Card #: _____

Expiration Date: _____ Security Code: _____

PayPal carolmaginn@gmail.com (send as Friends and Family) /Check or Credit Card.

Federal Express Account Number: _____