

# BREEDING CONTRACT

AGREEMENT: THIS AGREEMENT for the Sale of Transported Semen and Stallion Breeding Services:

## **H Mobility H AHA # 627067**

by MHR Nobility out of RY Fire Ghazi by El Ghazi  
Foaled June 9, 2006

("hereinafter Agreement") is made this

day of .....

by and between Hennessey Arabian, LLC. 12780 NW 35 Street, Ocala, Florida 34482.  
and

.....  
.....

(hereinafter "Client")

Address:

City:

State:

Zip:

Primary Phone:

Secondary Phone:

Fax Number:

Farm Name and Address (if different):

E-Mail Address:

Name of the Mare to be bred to H Mobility H.....AHA #.....

### I. OWNERSHIP OF THE MARE:

Client: (Check the appropriate box)

a. Owns 100% of Horse Leases Horse from:

Name:

Address:

Phone:

b. Client does not own 100% of Horse. Please provide Names, Address and Phone numbers of all owners of Horse.

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II. BREEDING FEE: Client contracts to breed the Mare to H Mobility H AHR # 627067

(Hereinafter "Stallion")

during the 2023 breeding season. The Stud Fee for this Breeding shall be \$2,500.00 USD.

Stud Fee shall be paid as follows:

- \$500.00 non-refundable booking fee shall be paid upon signing this contract.
- The unpaid balance of \$2,000.00 shall be paid in full prior to semen shipment.
- CHECK HERE IF THIS IS AN AUCTION/FUTURITY PURCHASE.....

Client represents and warrants the Mare shall be suitable for breeding or rebreeding and shall be free of all disease and illness at such time. Collection, insemination, and shipping fees are to be paid by the Mare owner and are in addition to the stud fee.

Client agrees that should the Stallion be unavailable or unable to breed or rebreed the Mare or ("Substitute Mare" as hereinafter defined), with either cooled or frozen semen, all obligations of Hennessey Arabian, LLC. and the Client shall terminate and Client's sole remedy in such event shall be a refund to the Client of the Stud Fee paid less the \$500.00 Booking Fee. It is understood that this Breeding is non-transferable and may not be re-sold except as defined in Section VII.

III. EMBRYO TRANSFER CONDITIONS: If the Mare is used as a Donor Mare for Embryo Transfer and there are multiple embryos checked at 45 days, the Client must inform Hennessey Arabian, LLC. within 10 business days of the 45-day ultrasound check procedure.

The Client shall be responsible for an additional discounted STUD FEE for each additional foal that will be born in 2024.

IV. RE-BREEDING: If the Mare is bred to the Stallion and fails to produce a "live foal" (defined as a foal that stands, suckles and survives seventy-two (72) hours after birth), Hennessey Arabian, LLC. will provide a rebreeding to the Mare or Substitute Mare (upon written approval from Hennessey Arabian, LLC.) during the breeding season of the next following year; provided that:

1. The failure to produce a live foal is certified in writing by a licensed veterinarian within one (1) week of such determination and such certification is provided to Hennessey Arabian, LLC. within two (2) weeks from determination.

2. The Failure of the Mare to produce a "live foal" was not the result of any act or omission of the Client or any other person or entity.

3. Documentation is provided to show that the Mare was, during her pregnancy, vaccinated against Rhino pneumonitis at 5, 7 and 9 months of gestation.

4. Client is not at the time of re-breeding in breach of any obligation(s) owed to Hennessey Arabian, LLC. or any of its affiliates.

5. Client pays a re-handling fee of \$500.00.

V. DEATH OF STALLION OR MARE:

1. Death of Stallion: In the event of the death of Stallion, if at the time, the Mare is not positively checked in foal, or if the Mare does not successfully complete her term, all obligations of Hennessey Arabian, LLC. and the Client shall terminate and Client's sole remedy in such event shall be a refund to the Client of the Stud Fee paid less the \$500.00 Booking Fee.

2. Death of Mare: In the event of the death of the herein named Mare, Client shall have the following options.

a) Replace the Mare: Client shall have the option to substitute another Mare and continue breeding for the herein named breeding season.

b) Sell the breeding: Client shall have the option to sell this breeding to another party. Client is not allowed to advertise this breeding in any present or future form of mass media communications. Client can however, contact other parties in order to inform said parties of the sale of the herein named breeding. A transfer fee of \$500.00 shall be applicable to the transfer of this breeding to a new party.

VI. LIMITATIONS OF LIABILITY: CLIENT FULLY UNDERSTANDS AND ASSUMES THE INHERENT RISKS ASSOCIATED WITH EQUINE BREEDING. AS SUCH, CLIENT ALSO FULLY UNDERSTANDS THE POSSIBILITY OF FAILURE TO SUCCESSFULLY CONCEIVE DUE TO THE MANY VARIABLES AND UNFORESEEN CIRCUMSTANCES WHICH MAY OR MAY NOT OCCUR. AS SUCH, CLIENT SHALL HOLD HENNESSEY ARABIAN, LLC. AND/OR STALLION HARMLESS FROM ANY AND ALL LOSSES SUFFERED AS A RESULT OF ANY UNSUCCESSFUL ATTEMPT AT CONCEPTION. CLIENT FURTHER UNDERSTANDS THAT THE COSTS OF SUCH SETBACKS ARE NORMALLY ACCEPTED AS PART OF THE RISK AND COST OF DOING BUSINESS INVOLVING EQUINE BREEDING. AS SUCH, CLIENT SHALL FURTHER HOLD HENNESSEY ARABIAN, LLC. HARMLESS FROM ANY AND SUCH CLAIMS WHETHER ORDINARY, SPECIAL, INCIDENTAL OR CONSEQUENTIAL. OTHER THAN AS SET FORTH

HEREIN, OR UPON THE BREACH OF ANY WARRANTY, NEITHER CLIENT NOR HENNESSEY ARABIAN, LLC. SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PERFORMANCE HEREUNDER, EVEN IF SUCH PARTY HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER BASED ON A THEORY OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE.

VII. ASSIGNABILITY: THIS AGREEMENT CANNOT BE ASSIGNED OR TRANSFERRED IN ANY MANNER OR MEANS WHATSOEVER, WITHOUT THE PRIOR WRITTEN CONSENT OF HENNESSEY ARABIAN, LLC, which may be withheld at HENNESSEY ARABIAN, LLC. discretion. HENNESSEY ARABIAN, LLC. may assign any right or delegate any duties under this Agreement upon written notice to Client. Furthermore, any resulting foals will not be eligible for registration until such time that all outstanding financial obligations are satisfied.

VIII. BREACH: In the event either party is a cause of breach of the Agreement. The breaching entity shall be responsible for all attorneys' fees and associated expenses related to said breach.

VIII. ACCEPTANCE: This Agreement shall not become binding or effective until approved and executed by an authorized representative of HENNESSEY ARABIAN, LLC. HENNESSEY ARABIAN, LLC. shall retain the right to reject the breeding to any Mare at its sole and exclusive discretion. A copy of the executed Agreement shall be provided to Client upon approval and execution by HENNESSEY ARABIAN, LLC.

IX. ENTIRE AGREEMENT: INTERPRETATION: CHOICE OF LAW: ETC: This Agreement contains the entire understanding of the parties concerning the subject matter and supersedes any prior or contemporaneous Agreement between the parties. This Agreement shall not be amended, altered or changed except by a further written amendment

signed by both Client and HENNESSEY ARABIAN, LLC. This Agreement shall not be construed against the HENNESSEY ARABIAN, LLC. on the basis that HENNESSEY ARABIAN, LLC. drafted the same. Headings are for convenience only and shall not be used to construe meaning or intent. The invalidity of or unenforceability of any term or provision of this Agreement shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed according to the laws of the State of Florida.

THE CLIENT HAS READ AND ACCEPTS ALL OF THE TERMS OF THIS AGREEMENT.

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Date.....

Date.....

Hennessey Arabian, LLC.

Client