



**PARTIES**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and

between: Barta Show Horses

7585 NW 33<sup>rd</sup> Place

Ocala, FL 34482

(330) 704-5200

[tbarta@bartashowhorses.com](mailto:tbarta@bartashowhorses.com)

AND

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## CREDIT CARD INFORMATION

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Name Number Expiration Date V-Code **MARE**

This agreement relates to the mare described below and must be accompanied by a copy of Registration Papers:

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Registered Name Sire Dam

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Registration Number DOB Color Breed

**1. STUD FEE:** Customer contracts to breed their mare to Possesion PGA (AHA #613931) during the 20\_\_\_\_ breeding season which terminates July 15 of that year.

a. The stud fee is \$\_\_\_\_\_.

b. Type of foal

Purebred Arabian \$2,500.00

Half Arabian \$2,000.00

**2. FEE SCHEDULE:** The stud fee is payable as follows:

a. A nonrefundable \$500.00 Booking Fee is due at the signing of the agreement. The Booking Fee will be a part of the entire stud fee.

b. 50% of the balance of the stud fee is due prior to the 1<sup>st</sup> shipment of semen.

c. The remaining balance is due upon Mare checking in foal at 60 days.

**2. LIVE FOAL GUARANTEE:** Barta Show Horses guarantees a return breeding the following season should a live foal (defined as a foal who stands and nurses within 24 hours of birth without assistance) not result from this breeding. Death of a foal before qualifications as a live foal must be certified in writing by a licensed veterinarian and received by Barta Show Horses within 10 days of the foaling date. Rhinopneumonitis vaccination must be completed in the months 5, 7, and 9 of pregnancy for the live foal guarantee to apply.

Written documentation from a certified veterinarian will be required in the event of an aborted or dead foal.

**3. TRANSFER:** If the mare fails to conceive as certified in writing by a licensed veterinarian after being inseminated for 3 heat cycles, Barta Show Horses will have the option to approve the Customer's replacement mare. The breeding is non-transferable to any party other than the Customer who initiated the purchase of the original breeding.

**4. REBREED:** If the mare fails to conceive in the first year of breeding, a \$500.00 rebreed fee will be charged and payment in full shall be required before the shipment of semen the next year semen is ordered.

**5. STALLION GUARANTEE:** Should Possesion PGA be unavailable for medical reasons including infertility, as substantiated by a licensed veterinarian or by death, the Customer shall be refunded, the Stud fee in paragraph 1, except for the \$500.00 Booking Fee or the deposit and fees paid may be applied to another stallion's fees owned by Barta Show Horses.

**6. REGISTRATION:** The Customer will be responsible to contact Barta Show Horses for a Transported Semen Certificate and/or proper signature which is required for foal registration. If all fees are not paid in full, the Transported Semen Certificate or proper signatures will be withheld until customer has paid in full and is in good standing with Barta Show Horses.

**7. ACKNOWLEDGEMENT:** This contract must be signed and returned within 60 days of the contract date along with the Booking Fee, otherwise it is void. The Customer agrees to complete and return the included insemination information forms in the returned shipping container.

**8. NONASSIGNABILITY:** Clients may not assign any rights or delegate any duties under the contract without written consent of Barta Show Horses. This breeding is NOT transferable to another person and must be used for the breeding season specified in the contract.

**9. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION AND ATTORNEY'S FEES:** This contract contains the entire understanding of the parties concerning this subject matter and may be modified only in writing. Headings are for convenience only and not part of the Contract. The invalidity of unenforceability of any terms or provisions shall not affect the validity remaining provisions. This contract shall be construed in accordance with the laws of the State of Florida. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Marion County, Florida. If a lawsuit is filed with respect to the Contract the prevailing party shall be entitled to collect all reasonable attorney's fees and cost. Customer fully understands, authorizes, and assumes the special risks inherent in breeding horses with the use of transported semen. Customer also understands the risk of failure due to many variables and unknown causes and shall not hold Barta Show Horses responsible for any losses suffered or unsuccessful attempts at conception.

**10. Multiple Foals:** It is agreed by the Stallion Owner and Mare Owner that only one foal will be registered for each breeding that is secured with this contract and that the semen received will only be utilized on the mare named above. It is the intent of the Stallion Owner that only one mare per contract be inseminated with transported semen. When utilizing Embryo Recovery and Transfer, should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Fee within 45 days of insemination to receive a breeding certificate for additional foals.

**Customer has read, understands, and agrees to all items and conditions of the agreement.**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

For Barta Show Horses