



## BOOKING AND BREEDING CONTRACT

This Agreement, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Pat McGinnis AND:

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

Farm Name: \_\_\_\_\_

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

Telephone(s): \_\_\_\_\_ Email: \_\_\_\_\_, hereinafter referred to as "Mare Owner" and, Pat McGinnis, hereinafter referred to as "Stallion Manager."

### RECITALS

- A. Pat McGinnis, hereinafter referred to as "Stallion Manager," is the owner of the Arabian stallion named **Taj Raheem** (FA El Rasheem x RA Marwans Elygance) hereinafter referred to as the "Stallion."
- B. Stallion shall stand for the 2023 breeding season at Pat McGinnis Arabians or other place as designated from time to time by Stallion Owner, hereinafter collectively referred to as "Collection Premises."
- C. Mare Owner has the following rights to the following said mare(s):

1. **Name of Mare (as on registration papers):** \_\_\_\_\_

**Registration No.** \_\_\_\_\_, **D.O.B. of Mare:** \_\_\_\_\_

**Owner Name (as appears on Registration Papers):** \_\_\_\_\_

2. **Name of Mare (as on registration papers):** \_\_\_\_\_

**Registration No.** \_\_\_\_\_, **D.O.B. of Mare:** \_\_\_\_\_

**Owner Name (as appears on Registration Papers):** \_\_\_\_\_

### D. THE PARTIES HERETO AGREE AS FOLLOWS:

#### 1. FEE

- a) **Breeding fee is: \$3,500 for One Purebred Mare. Paid in full before breeding.**
- b) **Breeding fee must be paid before shipment of semen.**
- c) **Collection and Semen Handling Fee per shipment and per mare of (Voliva Equine LLC) shall apply. This fee covers collection of stallion, laboratory, semen preparation and packaging of semen for the shipment.**
- d) **Actual Federal Express or other overnight shipping charges shall apply and be paid prior to shipment.**
- e) **Counter to Counter Shipping Charges. Mare Owner shall pay the rate charged by the carrier prior to shipment. Stallion Owner does not guarantee that the semen will be shipped on any given flight, but will**

make an effort to have the semen on the earliest flight possible. All semen shipped counter to counter will be taken to the airport by courier and an additional charge of \$ 125 per shipment (subject to change on holidays, weekends, and/or nights) will apply.

**Stallion Owner is not responsible for semen once semen leaves the Collection Premises. If semen is lost, misses flight, or does not arrive to Mare Owner on time, Mare Owner is still responsible for all costs of collection, shipping, and return shipping fees.**

2. **BREEDING**: The Stallion Owner reserves the right to remove the Stallion from the Collection Premises for a period of time necessary to show and/or promote the Stallion. During this time, Mare Owner understands that Mares that come into heat may not be bred during this particular heat cycle. It is Mare Owner's responsibility to check on availability of Stallion for breeding during these times.
3. **LIVE FOAL GUARANTEE**. Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Owner) within the current or the following breeding season only. Mare Owner shall notify Stallion Owner within sixty days of the last day of Breeding Season if the Mare did not conceive in order to be eligible for a rebreed. Mare Owner shall also notify Stallion Owner within thirty days of the Mare's abortion, should the Mare abort the unborn foal. In the event that Mare does not produce a "Live Foal," then Mare Owner shall provide Stallion Owner with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death. In the event that Mare dies, Mare Owner shall provide Stallion Owner with a veterinarian's certificate of death. Under such circumstances, Mare Owner may substitute another Mare for breeding under the same terms and conditions contained herein for original Mare
4. **TRANSPORTED SEMEN**. Stallion Owner shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the equitainer has left Stallion Owner's premises. Mare Owner shall request collection and transported semen 24 hours prior to shipment. Stallion Owner does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Owner shall provide semen on a "first come, first served" basis and shall not guarantee semen to Mare Owner if the Stallion is overbooked on that particular day. Mare Owner shall have the responsibility to insure proper handling and insemination of the semen into the Mare.
5. **INDEMNITY**. Stallion Owner and its owners, principals, agents, employees, veterinarians, farriers, and its owners, principals, agents, employees, veterinarians, and farriers, and Pat McGinnis Arabians and its owners, principals, agents, employees, veterinarians, and farriers shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Mare and/or Foal during the time that Mare is in their custody, or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare Owner, its agents or employees may receive while on the Collection Premises. Mare Owner fully understands that Stallion Owner do not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and/or Foal, and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to Mare and/or Foal are to be borne solely by Mare Owner. Stallion Owner, and their agents, employees, and the owner of the property where Mare is boarded for breeding shall not be liable for injury, death or disability suffered by any animal from any cause whatsoever, while in its custody and Mare Owner specifically agrees to such condition and waives each and every claim for damages resulting from any such injury, death or disability.
6. **TRANSFERABILITY**. This Agreement is nontransferable and non-saleable. If the breeding is not used in the calendar year which it was purchased, it may be used the following year, however, a \$500 rebooking fee will apply.
7. **CHOICE OF LAW AND VENUE**. This Agreement shall be interpreted in accordance with the laws of the State of Arizona without regard to any conflicts. All claims, disputes, and lawsuits arising out of or in connection with this Agreement shall be resolved or adjudicated in the Arizona State Court system, City of Cave Creek County of Maricopa, in the State of Arizona.
8. **DEFAULT AND ATTORNEY FEES**. Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of any default by one party, the other party shall have the right to recover reasonable attorney's fees and court costs incurred as a result of said default.
9. **CAPTIONS TO PARAGRAPHS**. The captions to the paragraphs of this Agreement are for convenience only and shall not be deemed to enlarge, diminish or in any manner affect the meaning of such paragraphs.

10. **HEIRS AND ASSIGNS.** It is agreed that the covenants and agreements contained herein shall inure to the benefit of and be binding upon the heirs, legal representatives, assigns and successors in interest of the respective parties hereto.
11. **WAIVER.** The waiver of any breach of this Agreement by either party shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Agreement.
12. **AMENDMENTS.** This Agreement shall not be changed, altered, or modified, other than by written agreement of the parties hereto.
13. **INTEGRATION OF AGREEMENT.** The parties to this Agreement acknowledge that the terms of this Agreement may vary from the terms contained in any other preliminary discussions made prior to the execution of this Agreement and may vary from any negotiations between the parties prior to the execution of this Agreement. The parties agree that the terms, covenants and conditions of this Agreement shall supersede all such prior negotiations and agreements, that there are no other agreements not contained in this Agreement, and that this Agreement shall be and is the final expression of the agreement of the parties and shall control. No modifications of the Agreement shall be valid unless in writing and executed by the parties to the Agreement.

Mare Owner/Agent: \_\_\_\_\_ Date : \_\_\_\_\_

Pat McGinnis \_\_\_\_\_ Date: \_\_\_\_\_