

Tempezst
2024 Spotlight Breeding Contract

AGREEMENT, made this ___ day of _____2024, by and between Nichole Mesik of La Ferme de Cheval and: _____, listed below as Mare Owner.

WHEREAS, this certificate conveys One (1) Breeding to the Arabian Stallion, Tempezst (Registration #648809) during the **2024/2025** breeding season, as further described below:

NOW, THEREFORE, in consideration of premises and covenants made herein, the parties hereby agree as follows:

1.0 Breeding Fees. Breeding fee is \$_____ for One (1) breeding for the Region 12 Spotlight Auction.

1.1 Breedings purchased with this contract are NON-TRANSFERRABLE.

1.2 The breeding fee is due prior to the first shipment of semen or first cover.

1.3 This breeding includes a live foal guarantee. A live foal is defined as one that stands and nurses within 24 hrs. If this breeding fails to produce a live foal with the initially bred mare, Mare owner may use the breeding the subsequent year on this or any other mare he/she owns. The live foal guarantee does not imply a refund of any fees paid.

1.4 Mare owner is responsible for any additional stallion handling fees incurred.

2.0 Transported Semen Fees

2.1 \$400.00 Collection fee is due prior to each shipment of semen and pays in full for each collection. The fee is in addition to any other fees, such as vet fees or breeding fees that you or any other party may incur in connection with the breeding of the Mare. Airline/courier/FedEx is at **Mare owner's** expense. Mare owner may supply a credit card number to the vet for payment of shipping fees.

3.0 Mare Information.

3.1 This breeding is applicable for any mare owned or leased by the above listed breeder.

3.2 Mare's registered name and registration number will be provided to stallion owner prior to first semen shipment.

4.0 Transported Semen

4.1 Mare Owner shall notify Nichole Mesik or her representative by telephone no less than 2 days prior to the approximate day on which you will require a shipment of semen. We will do our best to accommodate every request but can't guarantee semen with less than a 24 hr notice.

4.2 Mare Owner shall use all such transported semen for the sole purpose of impregnation of above mare. Any unused semen shall be properly discarded.

5.0 Registration Papers

If customer has paid all fees owed to Stallion owner, then stallion owner shall provide signed foal registration papers or release a semen certificate for the mare owner when a live foal is born.

6.0 Mares on Farm

Mare Owner may make arrangements to have mare bred live cover at Jamieson Equicenter. Mare care is paid directly to Jamieson Equicenter at their current rate. Vet fees and stallion handling fees are an additional and actual expense for which Mare Owner may provide payment directly to the servicing vet.

7.0 Charges, Fees and Expenses

Mare Owner agrees to pay to La Ferme de Cheval all charges, fees and expenses incurred by La Ferme de Cheval in connection with the performance by it of its duties hereunder, including without limitation the charges, fees and expenses set forth in Section 3 above.

8.0 Billing Terms

All fees or expenses incurred on behalf of mare in just care while mare is at La Ferme de Cheval (or any other farm where the stallion is standing) are due and payable before the mare may be picked up from the facility.

9.0 Representations of Mare Owner

Mare Owner hereby Represents and warrants that:

10.1 **No Breaches.** The execution, delivery and performance by it of this Agreement do not and will not constitute a violation or breach of any agreement, law, judgment, order or decree to which it is subject or to which it is a party, and do not and will not result in the acceleration of any obligation of it under any agreement to which it is a party or by which it is bound.

10.4 **Miscellaneous.** It has the interest in the Mare described herein, and has the full and unrestricted right to breed the Mare to the Stallion during the breeding seasons covered hereby. The information contained herein is true and complete in all respects.

11.0 Disclaimer of Warranties/Limitation of Liability

11.1 La Ferme de Cheval represents that any semen inseminated or transported to you will be from the Stallion(s) indicated on the transportation container, and that any other information on the transportation container shall be accurate. WE HEREBY DISCLAIM ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN.

11.2 **Limitation of Liability.** Except in the event of gross negligence or willful misconduct by the stallion owner, its agents, servants or employees, Stallion Owner shall not be liable for any cause of action whatsoever arising out of or in any way connected with the breeding of the mare.

12.0 Miscellaneous.

12.1 **Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their receptive successors and assigns, provided however, that Mare Owner may not assign its rights or delegate its duties hereunder without the prior written consent of Stallion Owner. These breedings are NON transferrable. This certificate has no cash value. Furthermore, if the stallion herein is no longer serviceable for any reason, the stallion owner has no obligation to offer remunerations for unused breeding(s).

12.2 **Counterparts.** This Agreement may be executed in any number of counterparts constituting an original but all together one and the same instrument and contract.

12.3 **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of Georgia.

12.4 **Merger Amendment.** This Agreement and the exhibits referred to herein constitute the entire agreement between the parties and supersede all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as to otherwise provide herein, this Agreement may be amended or modified only by a writing signed by both of the parties.

12.5 **Notices.** Any communication made in connection with this Agreement shall be made in writing to the address shown in the first paragraph of this Agreement, or to such other address has been most recently designated in writing by one party to the other. Any notice or communication shall become effective when deposited in the United States mail properly addressed with proper postage for first-class mail prepaid.

12.6 **Rights, Remedies, Powers.** Each and every right, remedy and power granted to STALLION OWNER hereunder shall be cumulative and in addition to any other right, remedy or power herein specifically granted and nor or hereafter existing in equity, at law, by virtue of statute or

otherwise and may be exercised by Lessor from time to time concurrently or independently and as often and in such order as STALLION OWNER may deem expedient. Any failure or delay on the part of STALLION OWNER in exercising any such right, remedy or power, or abandonment or discontinuance or steps to enforce the same, shall not operate as a waiver thereof or affect STALLION OWNER's right thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise hereof or the exercise of any other right, remedy or power.

12.7 Severability. If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

12.8 Reimbursement. Mare Owner shall reimburse STALLION OWNER for all costs, fees and expenses, including reasonable attorney's fees, incurred by STALLION OWNER in performing its obligations or enforcing its rights under this Agreement, and for all federal, state and local sales and use tax liabilities, if any, connection with or related to this Agreement or any transaction arising hereunder, excluding however taxes based on the net income of Stallion owner.

12.9 Direct Payment of certain expenses. Mare Owner shall pay directly to any third party identified by Stallion Owner the fees or charges of such third party incurred in connection with the provision of service or goods for the benefit of Mare Owner hereunder.

IN WITNESS WHEREOF, the parties have signed hereto as of the date first set forth above.

Mare Owner:

Print Name: _____ Date _____

Signature: _____

Stallion owner:

Print Name: Nichole Mesik, La Ferme De Cheval

Signature: _____