



## PA MARICAN OUTLAW

2009 BAY Stallion AHR\* 674220

### PARTIES

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

between: Majestic Manor Stables

901 Saddle Club Lane

Howell, MI 48843

(734) 347-3470

brookebellville@gmail.com

AND

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

Address: \_\_\_\_\_ City,

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

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

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

## 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 PA Marican Outlaw (AHA #674220) during the 20\_\_ breeding season which terminates July 15 of that year.

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

b. Type of foal

Purebred Arabian

Half Arabian

**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:** Majestic Manor Stables 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 Majestic Manor Stables 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, Majestic Manor Stables 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 PA Marican Outlaw 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.

**6. REGISTRATION:** The Customer will be responsible to contact Majestic Manor Stables for a Transported Semen Certificate 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 Majestic Manor Stables.

**7. ACKNOWLEDGEMENT:** This contract must be signed and returned within 14 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 Majestic Manor Stables. 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 or unenforceability of any terms or provisions shall not affect the validity of the remaining provisions. This contract shall be construed in accordance with the laws of the State of Michigan. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in Livingston County Michigan. 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 Majestic Manor Stables responsible for any losses suffered or unsuccessful attempts at conception.

**10. AUCTION BREEDING:** Breeding's that have been donated to any Auction/Futurity will not have a booking fee owed to the stallion owner upon purchase from the auction. The only fees due are collection/shipping fees and are to be paid by the auction purchaser the day of collection. If mare is unable to conceive the year auction breeding was purchased, a \$500 rebreed fee is due for the following year the breeding is used, if the rollover is approved by the Futurity/Auction. A letter from attending Veterinarian and Auction must be submitted to Majestic Manor Stables prior to first shipment of the rollover year.

**11. 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 30 days of embryo implantation to receive a breeding certificate for additional foals if approved by Majestic Manor Stables.

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

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

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

\_\_\_\_\_ For Majestic Manor Stables