

**KAYDE VH**  
**AHA# 678750 / SCID and CA Clear**  
**Breeding Agreement – Region 12 Spotlight AUCTION**  
**Transported/Cooled Semen**

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

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

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

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

Telephone(s) \_\_\_\_\_ E-Mail: \_\_\_\_\_, hereinafter referred to as the “Mare Owner” and

Diane Athey, 6209 Sandy Dr, Enid, OK 73703, hereinafter referred to as the “Stallion Owner”.

**Witnesseth**

Whereas, Diane Athey is the legal owners of the stallion named Kayde VH, AHA# 678750, hereinafter referred to as the “Stallion”. Whereas such stallion shall stand at Sage Performance Horses LLC, 151 Welch School Rd, Collinsville TX 76233, hereinafter referred to as “Stallion Manager”.

Whereas, Mare Owner has the following legal ownership rights to the following mare:

Mare’s Registered Name: \_\_\_\_\_

Registry: \_\_\_\_\_ Registration #: \_\_\_\_\_

Mare’s Date of Birth: \_\_\_\_\_ Color: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

The parties agree to the following:

This agreement grants the Mare Owner one (1) booking during the mare’s breeding season for the Stallion’s servicing of mare and guarantees a live foal (pursuant to the Live Foal Section of this agreement) for the above mentioned mare only, any substitute mare must be approved by the Stallion Owner/Manager. The mare must be in sound breeding condition and clear of any infection or communicable disease. In the event the Mare does not conceive during the current breeding season or the following breeding season, or for any reason, if “Mare Owner” exercises the right to a return breeding pursuant to the “Live Foal Guarantee” section hereof, the mare owner shall pay a rehandling fee of \$350 prior to re-breed.

Mare Owner Initials \_\_\_\_\_

### Fees:

Stud Fee for Kayde VH is \$1,500 usd.

~~Payment of booking fee of \$500 is due upon signing contract. The remaining balance of \$1,000 is due prior to collection and shipment.~~ **Stud fee is payable directly to Region 12 Spotlight. Collection/Shipping Fees and Handling Fees still apply. Please see below.**

**Collection and Shipping Fees:** Actual Fees. This includes collection of Stallion, laboratory, semen preparation and packaging of semen, and shipping. **Mare Owner is responsible for all collection and shipping costs payable directly to True North Show Horses LLC. Please fill out attached Shipped Semen Request Form and e-mail back to [gsanders@truenorthshowhorses.com](mailto:gsanders@truenorthshowhorses.com) and [stephanie@sageph.com](mailto:stephanie@sageph.com) by 6:00PM CST one day prior to collection.**

**Handling Fee:** Handling Fee is \$150 and payable directly to Sage Performance Horses. You will receive an invoice separate from stud fee/collection fees via e-mail for handling fees. Handling fee is due upon receipt.

**Live Foal Guarantee:** The Breeding Fee for Kayde VH includes a pregnancy of live foal guarantee. A live foal is defined as a newborn foal that stands and nurses without assistance for 24 hours. Should the Mare fail to conceive, abort, die, or not produce a live foal, the Stallion Owner guarantees that the Mare Owner shall have the right to rebreed or substitute a mare, (Stallion Owner/Manager must approve substitute mare) within the current or following breeding year. The mare owner shall pay a re-handling fee of \$400.00 prior to the re-breed. Mare Owner shall also notify Stallion Owner/Manager within thirty days of the mare's abort. In the event that the mare dies, Mare Owner shall provide Stallion Owner/Manager with a veterinarian's certificate of death. Live Foal Guarantee shall be specifically conditional upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth (5th), seventh (7th), and ninth (9th) months of the mare's pregnancy, Mare owner shall provide Stallion Owner/Manager with a certificate indicating that such vaccination has taken place at the time the Mare Owner requests a rebreed pursuant to this section. Live Foal Guarantee to Stallion shall be void and the Stallion Owner/Manager shall have no further obligation under this section if:

- Mare fails to conceive, aborts, or dies and mare owner fails to notify stallion owner/manager.
- Mare Owner fails to provide Rhinopneumonitis vaccinations certificate to stallion owner/manager.
- Mare is bred by any other stallion without written consent of stallion owner/manager prior to rebreed.
- Mare is substituted with another mare without written consent of stallion owner/manager.

**Breeding:** Stallion Owner/Manager reserves the right to require a mare that has not settled within three heat cycles to be examined, cultured, or biopsied to determine breeding soundness. Stallion Owner/Manager reserves the right to refuse Stallion's servicing to any mare upon detection of mare carrying an infectious and/or contagious disease, or any other applicable reason. In the event of such service discontinuance, the Mare Owner may be obligated to substitute another mare to fulfill the terms of this agreement.

The Stallion Owner/Manager reserves the right to remove the stallion from the premises of Sage Performance Horses, for a period of time necessary to show and/or promote the stallion in the best interest of the Stallion Owner. During this time, Mare Owner understands that mares that come into heat may not be bred during that particular heat cycle. It is the Mare Owner's responsibility to check on availability of stallion for breeding during these times.

**Incapacity or Death of Stallion:** In the event of Stallion's death, or Stallion becomes incapacitated before mare is serviced pursuant to this agreement, the Stallion Owner or Stallion Manager shall at their discretion terminate this agreement, in which breeding fee will be refunded, or provide frozen semen from the Stallion if available. In the event of the Stallion's death, or stallion becomes incapacitated after mare is serviced and mare does not produce a live foal pursuant to this agreement, then Stallion Owner shall provide frozen semen if available. Stallion Owner/Manager is not under obligation to provide frozen semen.

**Availability of Semen:** Requests for semen collection and transported semen shall require a 24-hour notice prior to shipment of semen. Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance. IT IS IMPORTANT TO COORDINATE REQUESTS FOR SEMEN WITH STALLION MANAGER.

Stallion manager shall collect and transport semen on Monday, Wednesday, and Friday only. Stallion Manager respectively reserves the right to not collect or transport semen on Holidays. Stallion Manager shall provide semen from Stallion identified in this contract and makes no guarantee of the condition/fitness of the semen once the equitainer has left their facility. Once semen has left the facility the Mare owner shall have the responsibility to insure the proper handling of semen and insemination of the mare.

This agreement constitutes the entire Agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. This contract is non-saleable and non-transferable.

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this agreement.

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

Stallion Agent: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Mare Owner Initials\_\_\_\_\_