



Sunny Pines Breeding Services

A Strong Finish Begins With The right Start!

A Smart Enterprise Breeding Contract

I hereby agree on this ____ day of _____ 2009 to breed the mare named below to the stallion **A Smart Enterprise** Reg. # 3500000 for the 2009 season subject to the following conditions.

Mare: _____ Reg.# _____ Year Foaled: _____

Special Information: _____

1. The stallion fee is \$1500 (\$1250 If Booked before February 1st) including a non-refundable booking fee of \$500.00. The booking fee will be payable upon execution of this contract. The balance will be payable when the mare is pronounced safe in foal, or when the mare is picked up from the ranch after having been exposed to the stallion. In the case of shipped semen, all fees including the shipping cost are due before the first shipment of semen. All other expenses, including board, shall be payable monthly. If an embryo transfer is performed and multiple embryos are retrieved and survive from one flush, the following terms must be met to receive a breeder's certificate on additional foals.

Fifty percent (50%) of additional embryo's stallion fee will be due when the recipient mare is forty-five (45) days in foal.

Balance is due upon birth of a live foal. If a live foal is not achieved the payment made at 45 days will be refunded. A veterinarian must certify proof of death. If a live foal is produced, the final half of the stallion fee will be payable to receive a breeders certificate on said foal. If mare owner chooses not to register the foal, then the 50% percent deposit will not be refunded.

2. Stallion manager will exercise judgment in care and supervision of mare and/or foal. Stallion managers veterinarian will examine mare for normal breeding conditions and will administer medical care as deemed necessary for the health and the safety of the mare and/or foal. Mare owner hereby consents to all medical care administered to the mare by stallion manager's veterinarian. Mare owner as provided in paragraph "one" will pay all veterinarian and Ferrier expenses.
3. The mare shall be in a healthy and sound breeding condition; free from injections, contagious or transmissible disease. A current negative Cogging test, Photostat copy of registration papers (both sides), veterinarian's health certificate, plus a health, worming and immunization record must accompany mare; if mare owner should fail to provide any of the above documents, mare owner hereby consents to stallion manager's veterinarian examining and/or testing the mare as may be necessary to complete the above tests, certification and other records, all to be completed at mare owners expense. HOWEVER, stallion manager reserves the right to refuse to accept any mare which is (1) not in proper condition or (2) which does not have all the records, tests and registration documents as required herein.

Mare Owner Initials _____

4. Mare owner agrees to pay \$ 300.00 to have the mare foal on the premises of Sunny Pines Farm. Mare owner shall additionally pay all veterinarian expenses that may occur in connection with the foaling.
5. Stallion manager agrees to diligently try to settle owner's mare. Mare owner agrees to give stallion manager ample opportunity to settle the mare (having bred her through at least two (2) heat periods). Sunny Pines Breeding Services does not give a Live Foal Guarantee for any mare leaving the ranch unless the mare has been pregnancy-checked and found to be in foal by SPBS. **IF THE MARE LEAVES BEFORE PREGNANCY CHECKED THEN ALL UNPAID BOARD , EXPENSES, AND BREEDING FEES BECOME DUE AND PAYABLE AND THE LIVE FOAL GAURANTEE THEN BECOMES VOID.** If, however, for any reason the mare does not settle, mare owner will hold stallion manager harmless. The above applies to normal breeding period, February 15 through July 1st of each year. The decision to breed any mare after July 1st will be at the sole discretion of the stallion manager.
6. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal, which stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if stallion manager is notified within seven (7) days thereof and receives veterinarian's statement confirming death and return privileges shall apply only to the next breeding period.
7. If the mare miscarries, proves barren after being pregnancy checked in foal, or fails to conceive during the normal breeding season, stallion manager agrees to breed said mare again during the following year of breeding season. There will be a charge of \$ 500 for "re-breed" service expenses. **ALL MARES THAT ARE A QUALIFIED RE-BREED MUST BE ON THE RANCH OF SUNNY PINES BREEDING SERVICES TO BE REBREED,** of the following breeding year after the mare was first pronounced "safe in foal". A substitute mare may be sent of the original mare is deemed unfit for breeding at the discretion of the stallion manager, as long as the mare owner has maintained the bred mare in good condition during the term of her pregnancy.
8. A "Breeders Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. Mare Owner will receive a Breeders Certificate sent by the Breeding Manager when mare foal out of an healthy foal.
9. Neither the stallion manager nor any person associated with stallion manager shall be liable for the death, sickness, and/or accident to the mare and/or foal; similarly, neither the mare owner nor any other person associated with shall be liable for the death, sickness and/or accident to the stallion.
10. The parties further agree that should the stallion die or become unfit for service for any reason or if the Mare should die or become unfit to breed, then this contract shall become null and void and both parties are relieved of any further obligation hereunder. Likewise, any monies heretofore paid by Mare Owner toward the Stallion fee, with the exception of the **non-refundable booking fee, shall be refunded to Mare owner.** However, Mare Owner shall pay for all expense actually incurred.
11. **The Live Foal Guarantee in this contract in non-transferable and non assignable** and should the mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be voided. However, the Stallion Manager may, in its discretion, upon application and payment of a new booking fee, continue to honor the live foal guarantee granted to the original owner. In the event that the Stallion Manager agrees to transfer or assignment of the "live foal guarantee" rights under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may than be applicable.

Note: Any unpaid bills owed by the mare's owner to Sunny Pines Breeding Services will result in a hold of the mares name on the appropriate stallion breeding report. The mare owner shall be responsible for reasonable attorney fees and court costs if necessary to collect fees due. Unpaid accounts may be subject to a finance charge of 1 ½ % per month on the unpaid balance, from the date incurred.

Mare Owner Initials_____

12. This contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto. When signed by both parties this document will become a legally enforceable contract, binding upon both parties. The parties acknowledge that this agreement shall be entirely governed by, construed and enforced under the law of North Carolina. In the event that there is any dispute, all disputes of every kind between the parties to this agreement shall only be submitted to arbitration and any award made by the arbitrators shall be considered final and binding.

RANCH BREEDING _____ **or** **TRANSPORTED SEMEN** _____

EMBRYO TRANSFER **Yes** _____ **No** _____

Please include with this contract

- A COPY OF THE REGISTRATION PAPERS
- \$500 BOOKING FEE

Booking fee: \$500.00 Due with this contract

Breeding fee: \$1000.00 Due before shipping or: \$750 Due if booked before Feb 1st

Breeding Manager

Date

Signature

Owner of Mare (As listed on Registration Certificate)

Address

Fax

Cell

Home

Work

E-mail

Website

Payment method: Check / Credit Card / Wire Transfer

* There is 2% credit card fee for MC and Visa and a 3.5% fee for AE applied for each transaction.

Credit Card Type: _____ Credit Card # _____

Security code _ _ _ Exp date: ___ / ___ / ___ Name on the card _____

* Please include a \$15 on each wire transfer to cover bank fees.

* Check is make payable to Sunny Pines Breeding Services

7132 A St-Mary Church Rd, Lucama, NC 27851 Office 252-239-0812 Fax 252-239-1023

Josiane Cell 252-205-9945

www.fgauthierreining.com / josiane@fgauthierreining.com

