



DONATED FEE BREEDING CONTRACT-Good for 24 Months-No Live Foal Guarantee

This Agreement, by and between Spencer Benedict Stables ("SBS") and the undersigned Owner or Lessee of the mare described below ("Mare Owner"):

**Engagement.**

The Mare Owner hereby engages one breeding service to the Stallion: \_\_\_\_\_ for the Mare listed below. This fee is ONLY good for a period of 24 months from the date of event \_\_\_\_\_. This fee was donated to: (Name of Organization) \_\_\_\_\_  
Contact Person and Phone Number \_\_\_\_\_.

Mare Name: \_\_\_\_\_ Registration No.: \_\_\_\_\_

**Terms and Conditions:**

Breeding Fee. The breeding fee shall be due and payable in full to the organization upon execution of this Agreement.

Donation made to the organization for stud fee \$ \_\_\_\_\_ (must met minimum requirement provided to the organization)

- Other Services and Expenses.** It is understood that in addition to the above-stated breeding fee Mare Owner(s) shall pay a lab processing fee of \$10 per insemination dose. This fee applies to all semen pick up and drive up breedings. Mare Owner shall pay board expenses at the rate of \$14 per day for a dry mare or \$16 per day for a wet mare (with foal) or \$12 per day for mare in pasture, plus veterinarian services and related expenses including transportation to a veterinary facility, farrier services, special dietary services, and all other services and expenses reasonable or appropriate to ensure the well-being and breeding of the Mare and/or foal. Board and veterinary fees subject to change. SBS will issue monthly statements of all such charges pertaining to board and services provided directly by SBS and veterinarian service and other vendors will bill directly to the Mare Owner. Mare Owner agrees to pay these charges in full upon receipt. Such charges shall be paid in full whether or not the Mare is settled. In the event such payments are not received when due, Mare Owner acknowledges and agrees Mare Owner shall pay to SBS a 1.5% monthly (18% per annum) carrying fee on the total sum of any amount not paid when due. Mare Owner shall pay all reasonable attorneys' fees, paralegal fees, accountant fees and any other cost and expenses incurred by SBS in pursuing collection of the sums owed under this Agreement.
- Conditions for Acceptance of Mare.** A photocopy of both sides of the Mare's registration papers must be furnished and returned with this Agreement. Mare Owner represents and warrants that the Mare is healthy, of sound breeding condition, halter broken, is free from infection or disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the date of this Agreement. Prior to the Mare's arrival at SBS, the Mare must have a veterinarian's health certificate including worming and vaccination records and a current negative Coggins Test. If these documents are not presented in acceptable form upon the Mare's arrival, SBS shall have a veterinarian make proper test and evaluation at Mare Owner's expense. SBS reserves the right to refuse acceptance of the Mare, if, in the opinion of SBS, the Mare is not in satisfactory condition. If the Mare is refused, there will be no refund of the breeding fee. Another mare owned by Mare Owner may be substituted. If no other mare is available this Agreement shall terminate and the parties shall be relieved of any further obligations or liability hereunder, except Mare Owner's obligation to remove the Mare from SBS at Mare Owner's expense and Mare Owner's obligation to pay any outstanding charges and expenses.
- Breeding and Risks.** SBS will use reasonable diligence to settle the Mare and shall have sole discretion in determining the method of breeding the Mare. Should the Mare not settle, Mare Owner releases and holds harmless SBS from any resulting losses or damages. Mare Owner fully understands, authorizes and assumes the inherent risks and dangers in keeping, breeding and transporting horses and acknowledges that mortality and other insurance is solely the Mare Owner's responsibility.
- Transportation and Release.** Mare Owner shall be solely responsible for arranging and paying the costs for transporting the Mare. The Mare will not be released to Mare Owner or any agent until all fees and expenses are paid to date. SBS shall have a lien against the Mare and/or foal until such time as all charges and expenses are paid in full. This lien shall survive any transfer of possession. Mare Owner shall provide SBS with reasonable notice of intent to pick up the Mare. Mare Owner shall provide SBS with written authorization to release the Mare to any third party transporter and SBS shall have no obligation to release the Mare without such written authorization. Upon

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commencement of the loading of the Mare by a third party transporter, Mare Owner assumes full responsibility and liability for the health, welfare, care, soundness, breeding condition, and transportation of the Mare and any such foals.

5. **Shipping Terms and Conditions.** Breeding provided by fresh cooled semen will be shipped according to the terms and conditions for shipped cooled semen set forth in Addendum A and fully incorporated herein. Breeding provided by frozen semen will be shipped according to the terms and conditions for frozen semen set forth in Addendum B and fully incorporated herein.
6. **Semen Handling-For Transported Semen.** Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. SBS agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of SBS under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. If multiple transports of semen are requested, SBS reserves the right to request a negative uterine culture, cytology or biopsy prior to providing further semen for insemination. SBS in its sole discretion may refuse to provide semen if SBS believes the insemination is not proper or the Mare(s) is not healthy. Mare owner agrees to pay the shipped semen charge of \$200 for each semen shipment. Payment must be made before semen is shipped.
7. **Disclaimer.** SBS will use reasonable efforts to provide semen for transport on a first call, first serve basis. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. SBS makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. SBS makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare Owner. Mare Owner hereby disclaims and releases SBS from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that SBS has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited trait. SBS DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree if a dispute between Mare Owner and SBS arises, Mare Owner's damages, expenses, costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to an amount equal to the breeding fee specified herein.
8. **Live Foal Guarantee** -The case that this stallion service was donated for a charitable cause, the live foal guarantee section is void and the fee and stallion service agreement expires 24 months after issuance. Donated fees can only be sold once by the charitable organization requesting the donation. SBS must be notified within 7 days from the end of the charitable transaction with the information of who will be the owner of the charitable donated fee. If not notified in writing by the charitable organization that requested fee of the information pertaining to user of the fee, the fee and service is null and void.
9. **Certificate and Multiple Foals.** Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, SBS shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foal.
10. **Substitution.** This contract CANNOT be traded, sold or transferred, in any fashion, to another party. If the Stallion dies, is unavailable, or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void. SBS, at its sole discretion may substitute another stallion in this event only with written consent of substitute stallion's owner. No refund will be made on the breeding fee.
11. **No representations or Warranty.** Mare Owner agrees and acknowledges that SBS has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or

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inherited trait. SBS DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING.

12. **Waiver/Indemnification.** SBS shall not be liable for any damages to the Mare arising out of or from the keeping or breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, theft, running away, death, or injury during or after the term of this Agreement, whether the Mare is on SBS property or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at any time during the term of this Agreement and in no case shall SBS, its owners, management, agents, and/or employees be held liable. Owner shall indemnify SBS, its owners, agents, management, and employees for all damages sustained or suffered by reason of the breeding or keeping of the Mare and for any claims arising out of the breeding act or keeping of the Mare. **WARNING:** Under Kentucky law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of the equine activities.
13. **Miscellaneous.** It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of SBS; (d) this Agreement shall be governed by the laws of the State of Tennessee and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be instituted in the Barren County Circuit Court Glasgow, KY, or in the United States District Court and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of SBS to require performance of any provision of this Agreement shall not affect SBS right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of Mare Owner; (h) should it be necessary for SBS to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by SBS; and (i) Mare Owner acknowledges that SBS acts solely as agent for the owner of the Stallion, and SBS will be bound by the terms of this Agreement only for so long as SBS is designated as the agent for the Stallion.

Mare(s) Owner Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone(Primary) \_\_\_\_\_ Phone(Secondary) \_\_\_\_\_

Payment By:

Check - Money Order- Cash- Visa- Master Card- Discover

Card Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_ Authorization Code \_\_\_\_\_

Cardholder's Signature \_\_\_\_\_

An insufficient funds fee of \$50.00 will be charged on all returned checks SBS.

SBS Authorized Stallion Agent:

\_\_\_\_\_