

WOODMONT FARM

Linda Schklar

6700 McCowans Ferry Rd.

Versailles, KY 40383

615-439-5828

schklarl@aol.com

SIMEON IBN SEHAVI BREEDING AGREEMENT

This contract is made this _____ day/month of 2019 by and between Linda Schklar, stallion manager and Buyer, mare owner.

Buyer:	Semen to be shipped to(if other than Buyer)
Name: _____	Contact Name: _____
Business: _____	Business: _____
Street: _____	Street: _____
Town: _____	Town: _____
State: _____	State: _____
Phone: _____	Phone: _____
Email: _____	Email: _____

For breeding of the "Mare" specified below to the Arabian stallion Simeon Ibn Sehavi for the 2020 breeding season("Present Breeding Season"). Breeding season is defined as February 15 – August 15. This contract is subject to the following terms and conditions:

MARE: (One Mare per contract only)

Please complete thoroughly. The following is the information on the Mare to be bred:

Mare's Name: _____

Registration Number: _____

Studbook/Registry of the Mare: _____

Date of Mare's birth: _____

Total Enclosed: \$ _____ Check # _____

Fees can be paid online through paypal. To pay through www.paypal.com the account is schklarl@aol.com.

Stud Fee: \$1200

A Booking Fee of five Hundred(\$500.00) dollars is due upon execution of this Breeding Agreement. The remaining balance of \$700.00 is due prior to shipping of semen.

Collection Fee: First collection included in stud Fee. \$300 per collection after that. All amounts paid by Mare Owner shall be non-refundable except as outlined in Agreement under EXPORTATION OR INCAPACITY OF STALLION sections hereof this agreement.

For said fees, the Stallion Manager hereby grants Mare Owner one season's booking during the Mare's Breeding Period for the Stallion's servicing of Mare, and hereby guarantees a live foal pursuant to the LIVE FOAL GUARANTEE section of this agreement. In the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Manager an additional handling fee of three hundred (\$300.00)dollars prior to the rebreed. The rebreeding must occur the next calendar year.

BREEDING. Stallion manager reserves the right to require a mare that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. Stallion Manager also reserves the right to refuse or discontinue service to any Mare upon detection of Mare carrying an infection and/or a contagious disease, or if another applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another mare to fulfill the terms of this Agreement. The Stallion Manager reserves the right to remove the Stallion from the premises of Woodmont Farm or designated trainer's barn, for a period of time necessary to show and /or promote the Stallion in the best interest of the Stallion Manager and the Mare Owner. During this time, Mare Owner understands that Mares that come into heat may not be bred during this particular heat cycle. It is Mare owners responsibility to check on availability of Stallion for breeding during these times.

LIVE FOAL GUARANTEE. Should the Mare fail to conceive, abort, die or not produce a "LIVE FOAL", (live foal shall be defined as a foal that stands and nurses without assistance for a period of twenty-four(24) hours from the time of birth) then the Stallion Manager guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Manager) within the current or the following breeding season only. Mare Owner shall notify Stallion Manager within sixty(60) days of the last day of Breeding Season if the Mare did not conceive, in order to be eligible for a rebreed. Mare Owner shall also inform Stallion Manager within 30 days of the Mare's abortion, should the Mare abort. In the event the Mare does not produce a "Live Foal" then Mare Owner shall provide Stallion Manager with a veterinarian's certificate of death. Live Foal Guarantee shall be specifically conditioned upon Mare owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide Stallion Manager with a certificate indicating that such vaccination has taken place at the time Mare Owner requests a rebreed pursuant to this section.

Live Foal Guarantee to Stallion shall lapse and the Stallion Manager shall have no further obligation under this section if:

- 1. Mare Owner fails to rebreed Mare during acceptable return breeding periods as defined herein.**
- 2. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.**
- 3. Mare is bred by any other stallion without written consent by Stallion Manager prior to rebreed.**
- 4. Mare is substituted with another mare without written consent by Stallion Manager.**
- 5. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Manager as defined in this section.**

DEATH, EXPORTATION OR INCAPACITY OF STALLION, Should Stallion die, or become incapacitated before Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Manager shall return the portion of the breeding fee paid by the Mare Owner. Should the Stallion die, or become incapacitated after services the Mare and Mare does not produce a Live Foal pursuant to this Agreement, then Stallion Manager shall return the portion of the breeding fee paid by the Mare Owner, less the booking fee and any outstanding miscellaneous fees. Should Stallion be exported prior to contractually agreed upon breeding season and the Mare does not produce a Live Foal, then Stallion Manager shall return the breeding fee paid by the Mare Owner and this Agreement shall be nullified. Should the stallion be exported after the contractually agreed upon breeding season and the Mare does not produce a Live Foal, then Stallion Manager shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees.

TRANSPORTED SEMEN. First collection, processing and shipping is included in breeding fee. After first collection, Mare Owner is to pay \$300 for collection, processing and shipping (this does not include shipping to foreign countries). Stallion Manager shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the container has been shipped. Stallion manager shall collect and transport semen Monday-Friday, Stallion Manager shall make exceptions for reasonable requests for shipped semen on Saturday with 48 hour advance notice. Stallion Manager reserves the right to not collect or transport semen on Holidays. Mare owner shall request collection and transported semen 24 hours prior to shipment. Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance. Please call or text, Linda Schklar, 615-439-5828 to request semen.

INDEMNITY. Woodmont Farm and it's owners, principals, agents, employees, veterinarians, farriers and Stallion Manager shall not be liable for any sickness, disease, estray, theft, death or injury which may be suffered by Mare and/or Foal during the time that Mare is in the custody of Woodmont Farm or for any other cause of action whatsoever arising out of, or in any way connected with breeding, boarding, conditioning, training, transporting or providing any other services to Mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare owner, it's agents or employees may receive while on premises of Woodmont Farm.

Mare Owner fully understands that Woodmont Farm does not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and/or Foal, and that all risks connected with

breeding, boarding, conditioning, training, transporting, or providing any other services to mare and/or foal are to be borne solely by Mare Owner. 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 equine activities. This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties.

NOTE: This contract is neither salable nor transferable without the prior written consent of Stallion Manager.

Agreement executed by Mare Owner this _____ day of _____ 20__.

Mare Owner signature: _____

Printed Name: _____ Date: _____

Stallion Manager: _____

Printed Name: _____ Date _____

Payment Method Preferred (circle one)

Check Money Order PayPal

If check or Money Order, please make payable to Woodmont Farm.