

	NG CONTRACT, for the bree en Lisha Marshall of Broad I				
	Illion owner and				
	nafter designated as Mare O				
Mare Info:					
Reg. Name:					
Barn Name:					
Breed:	Sire:	Dam:			
Reg. No	Sire: Color:	Height:	Year Born:		
Performance/Discipline: [if	f any]		_		
Stallion:Gotham					
Reg. No: <u>840025201100</u>	346 KWPN, Approved O	ldenburg GOV, Old-N	A, ISR, Westpha	lian, AWB,	
Frozen Semen St	ud Fee: \$800 (per breedi	ing dose with two dos	es shipped in firs	t Shipment)	
Frozen prep and Containe Extender used is <u>INRA 96</u>	er Fees, per collection, due b	efore Shipping:	\$300	(initial)	
Credit Card for Clinic/Ship	poing or Fed Ex#				

- 1. Stud & Semen Prep must be paid, in full, before semen will be shipped.
- 2. The mare shall be in healthy breeding condition.
- 3. Mare owners using frozen semen must return the container using the enclosed return label. Unreturned containers will result in a \$500 charge.
- 4. "Live Foal Guarantee" is defined as a foal that stands and nurses without assistance and lives for 48 hours. In the event of a stillborn, return privileges apply only if the Stallion Owner receives proper notification.
- 5. Proper notification shall be defined as a written certificate by a licensed veterinarian confirming death or loss of the foal. Certification must be dated within seven days from the date the mare loses the foal or proves to not be in foal. It must also certify that the miscarriage or death did not result from any act or omission by the Mare Owner. Failure to provide notification as set forth above shall Void the "Live Foal Guarantee".
- 6. "Live Foal Guarantee" applies only if the Mare is checked and in-foal by a licensed veterinarian.
- 7. If, after being pronounced "safe in foal", the mare should miscarry, abort, or prove barren, the Mare Owner has the privilege of re breeding during the current or following season. In this instance, if a second shipment is necessary, the Mare Owner will be responsible for the shipping.
- 8. In the event that the mare becomes pregnant, before the entire dose of semen is used, the unused portion of semen or dose becomes property of the Stallion Owner. If the Mare Owner wishes to use the remaining semen for the purposes of breeding additional Mares, a new breeding contract must be entered into, and the mare owner may purchase the additional frozen dose for ½ price, all fees paid to the Stallion Owner before any breeding may occur.
- 9. In the event the Mare dies, is certified barren or otherwise unfit for breeding within the term of this Agreement, Stallion Owner will allow Mare Owner to present a substitute mare for receipt of Semen with the written consent of the Stallion Owner, which shall not be unreasonably withheld. Resort to a substitute mare shall not expand the breeding rights or privileges contracted to herein beyond those which the mare would be entitled.
- 10. The Stallion Owner shall not be liable for injury, illness or death of the mare and/ or accompanying foal regardless of how it may occur.
- 11. In the Event the Stallion dies or become unable to breed, Booking Fee may be refunded or Mare Owner may choose to use frozen sperm, if some is available.
- 12. Mare Owner is responsible for all breed registration fees, Futurity nominations, and USEF fees and registrations pertaining to the resulting foal.
- 13. This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, and successors and assigns, and shall be construed and governed in accordance with the laws of the state of Tennessee. Jurisdiction and venue for any action between the parties hereto shall be in the state court of competent jurisdiction in Roane County, Tennessee.
- 14. This contract is not transferable by the Mare Owner without prior written consent of the Stallion Owner or agent.

- 15. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in the written contract.
- 16. Contract is valid for up to 2 Years.

This contract becomes binding with signatures of both the Stallion Owner and the Mare Owner, and is subject to the above terms and conditions. MAKE CHECK PAYABLE TO BROAD HILL RUN FARM, LLC, OR A VENMO/ PAYPAL INVOICE REQUEST MAY BE SENT.

Lisha Marshall			
Stallion Owner or Authorized Agent (print).	Signature.	Date	
Mare Owner or Authorized Agent (print).	Signature.	Date	
Mare Owner Contact Information:			
Address:			
Phone:			
Email:			
Agent/Vet Contact:			
Phone:Cell:			
Email:			

RETURN ALL COPIES OF CONTRACT, WITH STUD FEE, TO THE STALLION OWNER:

Lisha Marshall Broad Hill Run Farm, LLC 900 Parkway Drive Lenoir City, TN 37771

Phone: 865-607-4149

Email: lishamarshall@aol.com Website: www.broadhillrunfarm.com