

SAKETINI
2025 LIVE COVER
STAND AND NURSE STALLION CONTRACT

AGREEMENT dated as of _____, between **AUDREA DYER** (the 'Seller') 15554 SE 30th St, Morriston, FL 32668 and _____ (the 'PURCHASER'), _____ listed below:

1. **PURCHASE OF BREEDING NOMINATION:** Seller sells and reserves and purchaser buys a **2024** breeding nomination to the Thoroughbred stallion **SAKETINI**, for a stud fee of **\$1000.00**, which is due and payable within thirty (30) days after the foal is born and stands alone and nurses. Purchaser agrees to breed the (TB / WB / OTHER) mare _____ (the 'Mare') to the Stallion in the 2025 breeding season. Only upon payment in full shall Seller be required to release a Stallion Service Certificate.
2. **LIVE FOAL GUARANTEE AND RELEASE FROM AGREEMENT:** If the Mare proves barren, aborts, or fails to produce a single live foal that can stand up alone and nurse, Purchaser must furnish a satisfactory veterinary certificate attesting to said occurrence within 14 days of said occurrence. Should the Mare produce twins and purchaser elects to register either or both of said twins, the stud fee shall be due within 14 days of such registration. Should the Mare die or become unfit or unable to bred, Purchaser shall submit a satisfactory veterinary certificate attesting to this fact within 14 days of determination by the attending veterinarian. Upon receipt and approval of said veterinary certificate, accompanied by purchaser's request to be released from the Contract, Seller will release Purchaser from the Agreement.
3. **PROHIBITED ACTION BY PURCHASER:** In the event the Purchaser shall without the written consent of Seller, a) sell the Mare of any interest therein, or b) fail to present the Mare for breeding or give written notice of breeding unsoundness as required hereby, or c) allow the Mare to be shipped (1) to the grounds of a sales company or outside the continental United States and Canada prior to producing a live foal or being so certified empty, in writing by a veterinarian, then and in any such event, the Purchaser shall immediately pay seller as liquidated damages an amount equal to and in lieu of the Stud Fee, which amount shall not be subject to any reduction or return for any reason.
4. **BREEDING REQUIREMENTS:** The Purchaser represents that the mare information is true and correct, and that the Mare is in good general health and sound for breeding purposes. Upon request, the Purchaser shall provide Seller with a veterinary certificate to such effect. The Purchaser agrees to qualify the mare for breeding as required by the heat periods as may be necessary for the Mare to be pronounced in foal, except that the Mare shall not be bred more than 5 heat periods without the written consent of the Stallion Manager. The Stallion Manager may refuse breeding if in her opinion it will be detrimental to the health or safety of the stallion. Seller is not responsible for any accident, injury, or disease incurred by the Mare. Purchaser shall bear the risk of any injury or loss as to the Mare.
5. **STALLION UNAVAILABILITY:** Should the Stallion die, be sold, be removed from Florida, or

become unfit for service for the remainder of the subject breeding season before having been bred to Purchaser's Mare, then this Contract shall be null and void and neither party shall have any obligation to the other. Should the stallion's book be reduced for the breeding season and the Seller's nomination thereby is unavailable, this Agreement shall be null and void. SELLER MAKES NO REPRESENTATIONS OR WARRANTIES AND NO IMPLIED WARRANTY SHALL ARISE BY VIRTUE OF THE TRANSACTION AS TO THE MERCHANT ABILITY OR AS TO THE FITNESS FOR ANY PARTICULAR PURPOSE OF THE STALLION OR HIS SEMEN.

6. PURCHASER'S AGENT RESPONSIBILITY: Any person signing the agreement as Purchaser's Agent is personally obligated to perform and make payment hereunder unless the name, address, and telephone numbers of the principal are set forth and the person signing is the Purchaser's agent of such principal and acting with his actual authority.
7. SECURITY INTEREST: In order to secure payment of all fees due hereunder, Purchaser grants to Seller a security interest in the foal, in utero and after birth and in the Stallion Service Certificate and authorizes Seller to file financing statements. Seller may notify The Jockey Club of said security interest. If Purchaser defaults in payment of the stud fee, Purchaser consents to the issuance of the Certificate of Foal Registration in the name of Seller and to registration of the foal by the Seller as His agent, in the name of Seller.
8. BOOKKEEPING SERVICE AND ATTORNEY FEES: Purchaser shall pay the sum of 1.5% monthly, 18% per annum, as a bookkeeping and service charge on any payment which remains unpaid for 30 days past the due date as agreed herein. If, upon default of the Purchaser, collection of the sums due hereunder is turned over to Seller's attorney, Purchaser agree to pay cost and reasonable attorney's fees incurred by Seller to the fullest extent allowed by law.
9. ASSIGNMENT: Without the written consent of the Seller, this agreement may not be assigned by Purchaser and otherwise shall inure to the benefit of and be binding upon the parties, their respective heirs, successors, and assigns.
10. ENTIRE AGREEMENT: This agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may be executed in counterparts, each of which shall be an original all of which together shall constitute one and the same instrument. This agreement shall not be binding upon Seller unless signed by Purchaser. This Agreement shall be governed by the laws of the State of Florida, and the parties' consent and agree that jurisdiction for any action in connection herewith or any activity contemplated hereby shall be in Marion County, Florida and may be commenced with service made by certified mail or any other method permitted by law.

WITNESS WHEREOF the Seller and Purchaser have executed this Agreement or cause it to be executed on their behalf as of the day and year first above written.

Audrea Dyer
15554 SE 30th St
Morrison, FL 32668

Purchaser: _____ Seller: Audrea Dyer

Date: _____ Date: _____