

FORTUNATESON BREEDING CONTRACT

THIS AGREEMENT, dated _____, is made between Stallion Owner and Mare Owner, as defined below, for the purpose of breeding the below-identified Mare to Stallion, for the 20____ breeding season.

1. **Stallion Owner.**

Registered Owner: The Fortunateson Partnership LLC ("Stallion Owner")

Address: 2017 Appaloosa Trail County: Palm Beach

City: Wellington State: Florida Zip Code: 33414

Phone Number(s): (561)719-0133

2. **Stallion.** This agreement pertains to Stallion more specifically identified as:

Registered Name: Fortunateson ("Stallion")

Registry and Registration Number(s): American Quarter Horse Association # 5481398

3. **Mare Owner.**

Owner: _____ ("Mare Owner")

Address _____ County _____

City _____ State _____ Zip Code _____

Phone Number(s) _____ Email _____

4. **Mare.** This agreement pertains to Mare, more specifically identified as:

Registered Name _____ ("Mare")

Registry and Registration Number(s) _____

Date Foaled _____

5. **Ownership.** Mare Owner certifies that Mare Owner holds full title and registration of Mare, or lawfully leases Mare. Mare Owner shall attach a copy of both sides of the Mare's registration papers to this Agreement. If Mare Owner leases Mare, a copy of the lease agreement shall also be provided to Stallion Owner upon the signing of this agreement. The registered "owner" on the registration certificate will be recorded on the Stallion's breeding report.

6. **Breeding Fee.** The Breeding Fee for the Stallion is \$1,500.00 USD, due and payable as follows:

- a. \$750.00 booking fee upon the signing of Agreement; and
- b. \$750.00 paid in full prior to first semen shipment.

7. **Embryo Transfers.** In the event that twins are flushed, Mare Owner must pay a second Breeding Fee, in full, within 90 days or no breeders certificate for the second embryo will be issued. In the event Mare Owner sells an embryo, the live foal guarantee set forth in this agreement shall become null and void.

8. **Deposit.** In addition to the Breeding Fee set forth in Paragraph 6 above, Stallion Owner will require a deposit to cover the shipment preparation fee and (if applicable) tank rental charges for frozen semen will also be charged in advance and as requested by Stallion Owner, as set forth in Paragraphs 9 and 10 below.

9. **Semen Shipment.**

- a. **Cooled Semen.** The cooled semen collection fee is \$250.00 and additional shipments will be \$135.00 per shipment prepared, payable to Stallion Owner. SEMEN ORDERS MUST BE TEXTED TO 740-364-8287. To make the list include the ship address. You will receive confirmation.
- b. **Frozen Semen.** The shipment preparation and tank rental of frozen semen is \$175.00 with a seven (7) day rental tank period (from date shipped to date returned). If not returned within seven (7) business days, there will be a \$25.00 fee per day incurred, up to \$1,300.00 if not returned. If Mare Owner provides his/her own tank and return shipping the fee is \$95.00 and any additional shipping fees incurred or a tank that requires charging will be added to

Mare Owner Initials _____

Mare Owner's billing. Mare Owner agrees to be prepared to store frozen semen shipped, as there may not be a tank available when the mare is ready to breed.

10. **FedEx Fees.** Semen will be shipped via FedEx. FedEx fees vary widely thus, shipment will be charged to Mare Owner directly prior to the dispatch of the Stallion's semen by vet.

11. **Breeding Season/Shipment Days/Notifications.** The breeding season shall begin February 1 and close July 1 of the year of this Agreement. Mare Owner agrees to notify Stallion Owner of the need for collection by four (4) P.M. Eastern Standard Time (EST) the day before collection. In the event of cancellation, Mare Owner agrees to notify Stallion Owner by eight (8) A.M. Eastern Standard Time on day of collection. Late notifications will be accommodated if possible, for an additional rush fee of \$75.00, but cannot be guaranteed. Collections will be made available Mondays, Wednesdays, Fridays, and Saturdays by approved request.

12. **Conditions for Acceptance of Mare.** Mare Owner shall provide proof of vaccinations to Stallion Owner at the time of booking. Mare Owner also acknowledges that the Mare will be bred by a licensed veterinarian.

13. **Guarantees.** Stallion Owner guarantees Mare Owner a live foal, based upon full and complete adherence to the following conditions:

- a. "Live Foal" means a foal able to stand and nurse without assistance within twenty-four (24) hours of birth;
- b. Mare must be pregnancy checked and verified to be in foal at 14, 30 and 60 days after breeding by a licensed veterinarian. If the mare is found to be open, a Veterinarian's Certificate must be provided to the Stallion Owner within ten (10) days of said finding; and
- c. In the event Mare fails to produce a live foal, the Stallion Owner must be notified within 48 hours of the foal's death or veterinarian's finding that Mare is no longer in foal.

If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following breeding season only, to the Stallion for no additional Breeding Fee, provided that Mare Owner has fully complied with all provisions of this agreement. Under these circumstances, Mare Owner must pay a \$300 rebreed fee prior to any semen shipment.

14. **Refunds.** The only fee that is refundable under this agreement is the Breeding Fee, which is only refundable should Stallion die before being collected for Mare.

15. **Genetic Testing.** Fortunate son is N/N for HERDA, HYPP, MH AND PSSM1 and N/G for GBED.

16. **Acceptance.** This contract is not effective until approved and executed by Stallion Owner, which reserves the right to reject any Mare at its sole discretion.

17. **Default.** Should Mare Owner become delinquent in fee payment, or otherwise breach any element of this contract, and such actions continue uncured for ten (10) days after Mare Owner receives notice thereof, this agreement shall be terminated by Stallion Owner at Stallion Owner's sole option.

18. **Lien/Security Interest.** Mare Owner agrees that all outstanding balances due for Breeding Fees and additional fees as described herein pursuant to this Agreement shall be paid prior to Farm's release of any breeding certificates. Mare Owner grants Stallion Owner a lien upon and security interest in the Mare, and any foal produced by Mare, if applicable, to secure payment of all obligations and amounts due under this agreement. Stallion Owner may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the County and State in which the Mare or foal is kept, and/or where the Mare Owner resides, and when so filed, the copy shall be effective as a financing statement as well as security agreement. At any time, the Mare Owner's fees remain unpaid for more than 30 days past the due date, Stallion Owner may foreclose its security interest in Mare and/or Foal. Ten days prior written notice shall be deemed reasonable notice of any foreclosure sale.

19. **Representations.** STALLION OWNER DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. STALLION OWNER ALSO DISCLAIMS ANY GUARANTEES OF THE QUALITY OF FOAL, UNLESS OTHERWISE SPECIFICALLY IDENTIFIED IN THIS DOCUMENT. Mare Owner hereby represents that all applicable Mare and personal information listed herein is true, complete and correct.

20. **Waiver of Liability.** Except in the event of gross negligence, recklessness, or willful misconduct, Stallion Owner, and its agents, servants or employees, shall not be liable for any sickness, disease, estray, death or injury which may be suffered by the Mare,

Mare Owner Initials _____

or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Mare Owner understands that Stallion Owner does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare or any foal that may be born to the Mare, and that all risks connected with breeding or provision of any service to the Mare and such foal shall be born solely by the Mare Owner. MARE OWNER HEREBY AGREES THAT STALLION OWNER, AND ITS AGENTS, SERVANTS OR EMPLOYEES, SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NONPERFORMANCE OF OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES AND REPRESENTATIONS MADE IN THIS AGREEMENT. IN THE CASE THE MARE OWNER SEEKS DAMAGES ARISING OUT OF THIS CONTRACT, MARE OWNER AGREES THAT DAMAGES WILL BE LIMITED TO THE BREEDING FEE SET FORTH IN ARTICLE 6.

21. **Merger, Entire Agreement and Severability.** This Agreement contains the entire understanding of the parties concerning its subject matter and there are no oral or written promises or representations upon which Mare Owner is relying except as expressly set forth herein. This contract may be modified only in writing executed by both Mare Owner and Stallion Owner. Headings used herein are for convenience only and are not part of this contract. The invalidity or unenforceability of any term or clause of this contract shall not affect the validity and enforceability of any other terms or clauses.

22. **Applicable Law, Jurisdiction, Venue and Attorney's Fees.** This contract shall be construed and governed by the laws of the State of Florida. Jurisdiction and venue for all disputes connected with this contract shall be proper in Palm Beach County, Florida. In the event lawsuit is brought with respect to this contract, Stallion Owner shall be entitled to recover its reasonable attorney's fees and costs incurred in such action.

**WARNING: UNDER FLORIDA 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 PURSUANT TO THE REVISED STATUTES OF FLORIDA. §773.02.**

I/WE, THE UNDERSIGNED, HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT, WARNINGS, RELEASE AND ASSUMPTION OF RISK.

The Fortunate Partnership LLC

Mare Owner Signature

By: _____
Authorized Representative

Date

Date

Checklist:

_____ Booking Fee

_____ Registration Papers or Lease

_____ Mare's Proof of Vaccinations

_____ Veterinarian's Shipped Semen Form

_____ Credit Card Information (if Mare Owner Chooses to Pay by Credit Card, Above Signature Authorizes Charges For All Fees Incurred including a 3% service charge)

Name of Card Holder: _____

Billing Address: _____

Card Number: _____

Exp. Date: _____ 3 Digit Code: _____

Mare Owner Initials _____