

Breeding Contract

The undersigned mare owner (hereafter "Mare Owner") of the mare named _____, registration number _____, hereby agrees on the date below written, to purchase a breeding by SHIPPED SEMEN to the stallion _____, registration number _____, owned by _____ (hereafter "Stallion Owner"), and standing at Rick Gault Training LLC, the Stallion Owner's Agent, (hereafter "RGT"), for the _____ (year) breeding season, subject to the following terms and conditions:

This contract is valid for the current year breeding season and, if necessary, two (2) successive breeding seasons. **A copy of the mare's registration certificate must be provided prior to shipment of semen.**

1. **Breeding:** Mare Owner agrees to pay to Stallion Owner the Stallion Fee of \$ _____ that includes a \$500.00 non-refundable booking fee. In addition to such fee, and with the understanding that breeding under the terms of this agreement shall be by SHIPPED SEMEN, Mare Owner agrees to pay to RGT: (a) a non-refundable one time Handling Fee of \$250.00 per mare per breeding season prior to the first shipment of semen, and (b) the sum of \$300.00 Collection Fee per shipment for each container (Equitainer) of transported cooled semen that is shipped from RGT to the location requested by Mare Owner. **All such fees must be paid current as of the date Mare Owner requests the shipment of semen. Shipment will not be made unless fees are current.**

Equitainer for shipment of cooled semen shall be returned to RGT at Mare Owner's expense immediately following insemination of mare. If Equitainer is not returned to RGT within seven (7) working days from receipt by Mare Owner or their agent, Mare Owner shall pay a \$15.00 per day late fee. If the Equitainer is not returned to RGT within a three (3) week period, Mare Owner will be charged \$500.00.

2. **Semen Shipments:** Mare Owner shall notify RGT when the mare is coming into heat. Requests for shipments of semen shall be made during business hours (8:00 AM to 8:00 PM EST) two days before a semen shipment is desired. Mare Owner shall then, prior to 9:30 AM EST on the scheduled day of shipment, confirm to RGT that shipment is desired. All shipments shall be made by Fed Ex, UPS, or other service, at RGT's discretion. Mare Owner shall pay all Equitainer shipping fees. If it is necessary to ship counter to counter, an additional fee of \$100.00 for airport courier transport, in addition to airline ticket charges, will be due. All fees are to be paid prior to shipment.
3. **Breeding with Shipped Semen:** Mare Owner shall be responsible for all insemination and veterinarian services required to timely breed Owner's mare with cooled transported semen. RGT shall be held harmless from any liability that arises as the result of the preparation for and actual insemination of Owner's mare.
4. **Rebreeding Privilege:** Breeding season is defined as February 15 through August 31. If Mare Owner's mare fails to settle, or conceives but fails to produce a live foal as the result of insemination by transported semen during the current breeding season, and all conditions of this agreement have been met, a re-breed of the mare will be honored during the two (2) successive breeding seasons. At Mare Owner's discretion, and with Stallion Owner's agreement, a

replacement mare may be substituted for the re-breeding. Any additional expenses and provision of the substitute mare's registration certificate and any other necessary documentation required shall be the responsibility of the Mare Owner and shall be paid and/or completed prior to any semen shipment. If mare or its substitute fails to produce a live foal after two successive breeding seasons, this contract shall become null and void.

The term "live foal" shall mean a foal that stands, nurses, and survives twenty-four hours. All foals born to mares that have been bred to a stallion standing at RGT shall be live foals unless RGT receives written documentation within ten (10) days of the date of death, signed by a licensed practicing veterinarian, certifying that such foal was not a live foal as defined herein.

The live foal guarantee re-breeding privilege in this contract is non-transferable and non-assignable. Should the mare be sold or otherwise disposed of prior to the birth of the foal, the re-breeding privilege granted herein shall be void.

5. **Registration of Foal:** Mare Owner must pay all fees due under this contract in order for the foal to be eligible for registration. Owner of a Half-Arabian foal resulting from this breeding shall present to RGT a completed registration application for Stallion Owner's signature. Owner of a Purebred Arabian foal resulting from this breeding shall request a Transported/Stored Semen Service Certificate after the birth of the foal.
6. **Stallion Disability:** Mare Owner and Stallion Owner agree that should the stallion die or become unfit for service for any reason, this contract shall become null and void, and both parties are relieved from any obligation hereunder. If, under these circumstances, monies have been paid under the terms of this contract by the Mare Owner toward the stallion fee, such funds, with the exception of the non-refundable booking fee(s), shall be returned to the Mare Owner, so long as the Mare Owner has paid all other expenses due and owing under the terms of this agreement.
7. **Limitation of Liability:** Any disputes arising under the terms of this contract shall be resolved under North Carolina law before a North Carolina court of competent jurisdiction. Notice of service of process in connection with any legal action arising under the terms of this agreement shall be deemed received so long as either party mails such notice by regular U.S. mail to the other party at addresses listed herein. Costs and attorney's fees incurred as a result of any legal actions arising under the terms of this contract shall be paid by the non-prevailing party.

SIGNED this _____ day of _____, 20_____.

Rick Gault Training LLC
2703 Spencer Road
Archdale, NC 27263

By: _____ (Seal)

Title: _____

Mare Owner: _____
(Print Name)

(Signature) (Seal)

(Address) (City) (State) (Zip)

Telephone: _____ Email: _____

Breeding Summary Sheet

1. Complete Breeding Contract, date and sign. Complete Shipping Information Sheet. Be sure to complete all information. Make legible copy of the mare's registration papers.
2. Return all documents with: (a) check or money order for payment of Stallion Fee (includes Booking Fee) made payable to: _____, and (b) check or money order for Handling Fee of \$250 and initial Collection Fee of \$300 (total \$550) made payable to Rick Gault Training LLC. Mail to Rick Gault Training LLC, 2703 Spencer Rd., Archdale, NC 27263. (NOTE: Fed Ex, Same Day Fed Ex, UPS, or airline shipping costs, and any necessary veterinarian or other miscellaneous charges, and additional Collection Fees, will be billed and payable on receipt.)
3. **Semen will not be shipped unless the signed Breeding Contract and other documents have been received and all due fees have been paid.**
4. Please call (336) 471-8822 and also email rickgault@northstate.net when your mare comes into heat and let us know when you wish to receive your shipment of semen. Remember, a 24 hour notification is necessary and collections are normally 11:00 am, Monday, Wednesday and Friday. For a Saturday shipment, call by 5:00 pm on Friday. **First calls are first served.**
5. **Return Equitainer and contents** (within 72 hours) to above address. If not received back within 4 days, you will be charged as per the Breeding Contract.
6. **Please notify Rick Gault Training** at (336) 471-8822 and email rickgault@northstate.net **when your mare is checked in foal**. A re-breed fee will be charged if we are not kept informed of the status of your mare's breeding.

Shipping Information Sheet

Please complete this sheet giving us detailed information so that we can accurately prepare and route your shipment of semen.

RE: Breeding to: _____
(Mare name)

Owned by: _____
(Owner's Name)

Ship to: _____

Street address: _____

City: _____

State: _____ Zip: _____

Attention: _____

Any specific instructions: _____

Return to: Rick Gault Training LLC
2703 Spencer Rd.
Archdale, NC 27263
Phone: (336) 861-5644