

**DAVIDOR
BREEDING CONTRACT**

This is a contract for the purchase of semen from the 1993 Hanoverian stallion, DAVIDOR, by Davignon I out of Wanessa (Warkant/Eiger) Reg # 31-67686-93. Owner of record is DAVIDOR STUD, LLC/Ann D. Clements. This contract is made by DAVIDOR STUD, LLC/Ann D. Clements hereinafter known as STALLION OWNER, and _____, hereinafter known as MARE OWNER.

This agreement is for the purchase of transported fresh-cooled semen by DAVIDOR, to cover the artificial insemination of the **Mare** named, _____ for the ____ Breeding Season.

Description as follows:

Breed of Mare _____ Age _____ Registry # _____

***Attached copy of registration papers hereto.** Marebook (if inspected) _____

STALLION OWNER and MARE OWNER mutually agree that this contract includes the following terms and conditions:

1. MARE OWNER is the legal owner or lessee of this mare and desires to purchase semen to artificially inseminate this mare. Use of this semen is limited to the mare covered by this contract only. All semen not used on this mare will be destroyed. A Breeding Certificate will be issued to cover registration of one foal, unless twins are born to this mare. Embryo transfers resulting in more than one foal being born will require payment of additional breeding fees per foal.
2. The breeding fee is US \$1700.00, including a \$300.00 Booking Fee. MARE OWNER agrees to pay in full the entire Breeding Fee before semen is collected and shipped. If booking and payment is made before April 1, then fee is reduced to \$1600. If booked and /or paid after April 1, the full Breeding fee of \$1700.00 is due. Discounts include a Multiple Mare 10% discount per mare, \$500 discount for Premium and Elite mares, or 20% discount for customers in previous years. MARE OWNER may not use multiple discount options on the same mare.
3. First Collection is included in the Breeding Fee. A Collection fee of \$250.00 is charged by STALLION OWNER for each semen collection thereafter, before semen is shipped. We will do everything possible to provide 2 doses of fresh cooled semen in a shipment when quantities suffice, yet in no way can guarantee the delivery of more than one dose of semen per mare. Deposit of \$350.00 for the Equitainer or 45.00 for disposable ship container must be paid in advance before semen is shipped. The return of the Equitainer and all of its parts is required within 10 days or MARE OWNER will be charged the cost. However, no deposits or balances will be returned without the return of the Mare Breeding Record. Whether a mare is pregnant or not, this document must be returned to us for our files by November 30 of each year. The Breeding Certificate will not be issued without completion of the Mare Breeding Record.
4. The cost of shipping the semen by FedEx is the MARE OWNER's responsibility. Semen is sent by FedEx for the next day arrival. MARE OWNER must contact STALLION OWNER to arrange payment by credit card for FedEx fees. Before any semen is sent, we must receive a MARE BREEDING SOUNDNESS REPORT completed by a veterinarian.
5. MARE OWNER must give adequate notice to STALLION OWNER that the mare is coming in heat, keeping in mind of calendar holidays. Our schedule remains open 6 days a week, the stallion may require a day off during the week to maintain sperm concentration and libido. STALLION OWNER reserves the right to manage stallion for maximum reproductive efficiency as we see fit. MARE OWNER must give 48 hours collection notice for prompt service. STALLION OWNER is not responsible for any delays or failures in semen delivery out of STALLION OWNER's control.
6. The mare should be ultrasounded between 16 and 20 days after insemination, and if pregnant, should be ultrasounded again between 28 and 30 days to confirm pregnancy. When a pregnancy is confirmed, MARE OWNER agrees to notify the STALLION OWNER of pregnancy status. STALLION OWNER will make every effort to assist MARE OWNER and veterinarian in a viable pregnancy for the mare. However, should the mare fail to conceive and a completed
MARE OWNER's INITIALS _____

veterinary certificate to that effect be received by us, STALLION OWNER will renew this contract for the next Breeding Season with no charge for the Breeding Fee, except Booking fee of \$300, and the Collection, and Shipping costs. STALLION OWNER reserves the right to require MARE OWNER to substitute a comparable mare depending upon information from MARE OWNER and MARE OWNER's veterinarian about the breeding condition of the mare.

7. Should the mare fail to carry the pregnancy to full term and deliver a foal that stands and nurses, a veterinary certificate must be submitted concerning the embryonic death, abortion, or stillborn nature of the foal plus a breeding soundness report of the mare to be rebred to effect this "live foal guarantee". The "live foal guarantee" does not apply to a death resulting from an act of God or a third persons, only to accident or injury related to the foaling process.
8. If the Stallion is not standing at stud at the time agreed for rebreeding, for any reason, including but not limited to death, illness, lease, or sale, and frozen semen is not available, STALLION OWNER may substitute another stallion owned/leased by STALLION OWNER. If the mare is not to be rebred, and MARE OWNER does not deliver an approved substitute for rebreeding, then any and all fees paid shall be forfeited to STALLION OWNER and STALLION OWNER shall have no further obligations with respect to breeding this mare or her approved substitute.
9. STALLION OWNER may stand stallion at any location it chooses for breedings and rebreedings. The charges for Collection and Shipping will remain the MARE OWNERS' responsibility.
10. MARE OWNER assumes all responsibilities for the condition of the mare and bears all risks to the mare by death, disease, injury, infection, or otherwise and by any cause whatsoever including inappropriate, untimely, or negligent insemination or failure of insemination. MARE OWNER holds harmless STALLION OWNER and any of its agents, owners, officers, directors, employees, and managers from any liability for any and all damages associated therewith.
11. DAVIDOR is licensed and/or approved by more than one breed registry. German Oldenburg Verband/ Oldenburg Horse Breeder's Society is the preferred Registry. The foal resulting from this contract may be registered with one of the approved registries provided the mare is eligible. STALLION OWNER makes no warranty regarding registration of any foal as such registration is dependent upon the MARE OWNER having the mare admitted to into a mare book of one of these registries, filing timely paperwork, paying necessary fees and dues, and the registration and inspection of the resulting foal.
12. Following the birth of a foal, a Breeding Certificate will be provided to MARE OWNER for use in the foal's registration. It is the MARE OWNER's sole responsibility to contact the appropriate registry and complete all requirements, including presentation of the mare and foal, payment of fees, for papers to be issued.
13. All billing statements shall be paid within 10 days of the billing date. Balances outstanding are subject to finance charges at the rate of 1.5% per month. If MARE OWNER fails to pay within 30 days of billing date, STALLION OWNER is not obliged to perform further under the contract until all past due amounts have been paid.
14. This breeding contract is subject to interpretation under the laws of the State of Georgia and disputes regarding this agreement must be brought in a court of lawful jurisdiction in Fulton County. This contract is a binding agreement between the MARE OWNER and STALLION OWNER when signed. This contract is NON-TRANSFERABLE and NOT ASSIGNABLE. Any alterations to this contract make it null and void. There are no other agreements, representations, warranties, either oral or written between or among the parties that shall supersede. If any legal action need be taken by the STALLION OWNER regarding the misuse of this agreement, the MARE OWNER will be liable for all fees.

Signature of MARE OWNER _____ Date _____
Address: _____ phone# _____
e-mail: _____ fax# _____
Signature of STALLION OWNER _____ Date _____
Address: 15450 Alpha Woods Drive, Alpharetta, GA. 30004 phone# 917.806.5434
e-mail: anndclements@aol.com