

# ROOKER TRAINING STABLE INC.

## BREEDING CONTRACT-CLOUT

### 1. BREEDING FEE:

The undersigned, Owner ("Mare Owner") of the mare (Name) \_\_\_\_\_ Registration # \_\_\_\_\_ and Breed \_\_\_\_\_ hereby agrees to breed to the Renai Stallion Clout ("Stallion") Registration# 03558 standing at Rooker Training Stable (hereafter "RTS") or its custodian, and to pay a booking fee of \$500.00 and a breeding fee of \$1,000.00 covering the 2009 breeding season which are due and payable prior to the semen shipment or breeding of the Mare. **(NAME OF MARE, REGISTRATION# AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT.)**

### 2. OTHER SERVICES AND EXPENSES:

#### FOR MARE CARE AT RTS

It is understood that in addition to the above stated fee, the Mare Owner shall pay board Expenses at the rate of \$14.00 per day for an open mare and \$18.00 per day for a mare with foal, plus Veterinarian's services and expenses including drugs, medications, and supplies required, farrier services and expenses and all other services and expenses reasonable and necessary to insure the well-being and breeding of the Mare. RTS or its custodian shall render monthly detailed statements of all such charges and payments therefore shall be made promptly and within the terms set forth in #9 and must be paid in full before the departure of the mare.

#### FOR TRANSPORTED (COOLED) SEMEN

Prior to the transportation of a Stallion's semen all fees in connection with shipping must be paid in full. The semen collection and transportation fee shall be \$4000.00 (\$450 for Canadian shipments) for the next day delivery (Federal Express or UPS), \$450.00 (\$475 for Canadian Shipments) for Federal Express Saturday delivery and \$450.00 for the same day delivery (Courier service to the Airport). For Canadian Courier Service to the Airport, call for pricing. Purchaser shall pay additional charges for Saturday delivery in addition to the charges set forth above. Shipment container must be returned via Federal Express Overnight service within the 72 hours of receipt. In the event of a container not being returned on time there is a \$25.00 per day late charge. All fees, deposits and late charges must be paid in full prior to each shipment.

### 3. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED AT RTS:

Prior to or at the time of arrival of the Mare, RTS or its custodian shall be furnished with a copy of Mare's Registration Papers and a Veterinarian's certificate certifying:

- 1) That the Mare has been examined prior to her shipment date and is in good health and condition to be bred.
- 2) That the Mare has received a current negative Coggins test.
- 3) That the Mare has been inoculated against EW tetanus infection within the past 6 months.
- 4) That the Mare has had Flu-Vac, within the past 6 months.
- 5) That the Mare has had Rhino Vac, within the past 6 months.
- 6) That the Mare has a negative uterine culture within 90 days.

RTS or its custodian, reserve the right to refuse acceptance of the Mare under this agreement, if in the event major medical problems arise or develop which, in the opinion of RTS or its custodian, would preclude the breeding of the said Mare, upon notification, this Contract shall terminate and the parties shall be relieved of any further obligation or liability hereunder, except Mare Owner's obligation to remove the Mare from RTS or its custodian, at Mare Owner's expense, at which time all outstanding bills and Mare Owner's obligations under termination, to substitute another Mare to complete the contract.

4. **CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN:**  
Prior to the semen shipment to the Mare Owner, RTS or its custodian shall be furnished with a copy of the Mares Registration papers. The mare must also have a negative uterine culture (90 days) prior to semen shipment.
5. **TRANSPORTED SEMEN AGREEMENT**

**COLLECTION SCHEDULE-**Collection of semen for shipment will occur at 11:00 A.M. Eastern Time on Mondays, Wednesday's, and Friday's throughout the designated breeding season. Shipment will be by priority overnight FedEx unless otherwise designated.

**NOTIFICATION FOR SHIPMENT-**Mare Owners must notify RTS or Custodian 24 hours in advance or up to 11:00 A.M. Eastern Time on the day of a scheduled collection for overnight FedEx. If airline shipment is requested, notifications **MUST** be 24 hours in advance for proper scheduling. Semen availability will be on a first come first serve basis. Purchaser expressly acknowledges that all orders for semen are subject to availability.

**SEASONAL LIMITATIONS-**A mare owner may not receive more than six (6) semen shipments during a regular breeding season. With proper notice another mare may be substituted or the original mare may be sent to RTS or its affiliates for on the farm insemination.

**DESIGNATED BREEDING SEASON-**Breeding season is from February 15 through August 31. The Stallion Owner reserves the right to exhibit Stallion at certain horse shows during breeding season. Semen will not be available at these times. The Stallions show schedule is available by calling RTS at (810-629-6169).

6. **REBREEDING PRIVILEGE**

RTS and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one, which stands and nurses for at least 24 hours. Should the Mare abort at any time after being confirmed in foal to the Stallion, or should her foal be born dead, the Mare Owner is guaranteed a return privilege for the same Mare or a substitute Mare, during the same or next season free of any additional fees except for any unpaid services, expenses, or fees under numbers 1 and 2. If a return privilege is exercised after the same or next season a fee of \$750.00 shall be charged and paid plus any unpaid services, expenses, or fees under numbers 1 and 2. The return breeding privilege can only be exercised for the two (2) breeding seasons following the initial breeding season.

This privilege shall not apply unless, RTS or its custodian is notified by registered or certified mail, return receipt requested, within ninety-six (96) hours of delivery of the aborting foal's death and a statement by a licensed Veterinarian follows within twenty (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner, or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

7. **CONTRACT NULLIFICATION:**

It is understood that should the Stallion die or become unfit for service and the Mare does not produce a foal, this contract shall become null and void. Furthermore, in the event the Stallion dies or becomes unfit for service; frozen semen will not be made available to fulfill this contract.

8. **REPRESENTATION:**

RTS hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated on the Semen Collection Report, and that any other information on the Report shall be accurate. RTS **DISCLAIMS ALL OTHER 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.**

9. **WAIVER OF LIABILITY:**

Except in the event of gross negligence, recklessness, or willful misconduct by RTS, its agents, servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death or injury which may suffer by the Mare, 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 RTS 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 as a consequence of breeding the Mare to the Stallion, and that all risks connected with breeding or provision of any service to the Mare and such foal shall be borne solely by the Mare Owner. MARE OWNER HEREBY AGREES AND ACKNOWLEDGES THAT RTS 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 NON-PERFORMANCE OF OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES OR REPRESENTATIONS MADE IN THIS AGREEMENT. IN NO EVENT SHALL RTS BE LIABLE FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEEDING THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.

10. PAYMENT OF FEES:

Mare owner hereby agrees to pay RTS all applicable charges, fees, services and expenses identified in the agreement. Except for those which require payment in advance, the charges, fees and expenses shall be due and payable within 15 days of any invoice rendered by RTS. Mare owner will pay a late charge of one and one-half percent per month or the greatest charge allowed by law on all past due monies. All payments shall be paid in lawful money of the United States at the office of RTS, Fenton, Michigan.

11. REFUND OF FEES:

The only fees that are refundable under this agreement are the breeding fees and the container deposit fee. The breeding fees are only refundable should the stallion die or be unfit to breed for any reason. The fees are refundable only as follows:

- 1) Fully refunded if no semen has been shipped or breeding attempted.

12. TRANSFERS OR SALE OF BREEDING:

This agreement shall be binding upon and endure to the benefit of the parties hereto and their respective successors. The breeding or re-breed right may not be transferred with the sale of the above Mare.

13. MISCELLANEOUS PROVISIONS:

Mare owner hereby agrees to indemnify and hold harmless RTS from and against any and all claims, demands, causes of action, damage, costs and expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, or any foal resulting from any breeding of the Mare to the Stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to Mare or any foal of the Mare while they are in the custody of RTS.

This agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing on consent, with 30 days notice, signed by both parties.

Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of the Agreement.

Mare Owner shall reimburse RTS for all costs, fees and expenses, including reasonable attorney fees in connection with enforcement of rights under this Agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected therewith.

In the event of the dispute between the parties concerning this Agreement, the prevailing party, shall be entitled to recover reasonable attorneys fees, costs, and disbursements arising from any such dispute including without limitation those associated with any hearing, trial, arbitration or appeal.

This agreement may be executed in counterparts. Any lawful or unenforceable provisions of this agreement shall be severable without affecting the validity of the balance of the agreement.

This agreement shall be governed and construed in accordance with the laws of the state of Michigan. Any dispute related to this agreement shall be resolved by binding arbitration through the American Arbitration Association in Oakland County, Michigan before a single neutral arbitrator familiar with the equine industry, and who shall award costs and attorneys fees to the prevailing party.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT.

\_\_\_\_\_  
Mare Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Semen Shipping Address if Different

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
City, State, Zip code

\_\_\_\_\_  
Mare Owner, Signature

\_\_\_\_\_  
Phone Number (Important)

\_\_\_\_\_  
Rooker Training Stable

\_\_\_\_\_  
Date