

MAKING



PEGASUS

STALLION BREEDING AGREEMENT

This Agreement, made and entered into this _____ day of _____, 20____, by and between:

Mare Owner: _____

Farm Name: _____

Address: _____

Telephone(s): _____

Email: _____

hereinafter referred to as "Mare Owner" and **PRECIOUS EARTH, INC. DBA MAKING PEGASUS** at P.O. BOX 333 Lockwood, CA 93932 hereinafter referred to as "Stallion Owner".

WITNESSETH

Whereas, **Precious Earth, Inc. DBA MAKING PEGASUS** hereinafter referred to as "Stallion Owner", is the owner of the stallion named below hereinafter referred to as the "Stallion", and

Whereas, "Mare Owner" has ownership rights to the Mare named below hereinafter referred to as "Mare", and

Whereas such "Stallion" shall provide Live Cover Semen, Fresh Cooled Semen or Frozen Semen for "Mare Owner's" "Mare" which shall be vet checked and prepared for insemination at "Mare Owner's" expense,

THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

Official Name of Stallion: _____

Birthdate of Stallion: _____

Shall provide semen for breeding to

Official Name of Mare: _____

Birthdate of Mare: _____

FEES:

The Live Cover breeding fee is _____. "Mare" shall be Vet checked and determined in writing to be free of all communicable diseases and in heat ready to be covered. Overnight stall and feed fees per day shall be _____

Cooled Shipped Semen fee shall be _____. "Mare" shall be Vet checked in writing and determined free from all disease and in heat ready to be covered with as much notice as possible preferably 48 hours. In addition to the semen fee there will be a \$350 collection fee plus the actual cost of overnight shipping.

The Frozen Semen Breeding Fee for the above named "**Stallion**" shall be _____. This breeding fee provides "Mare Owner" with **up to Three breeding doses of frozen semen. The first shipment will consist of ONE dose of semen per breeding agreement.** Each dose of semen is subject to the handling fee of \$250.00. A frozen semen dose is defined as a single insemination dose containing a minimum of 300 million sperm cells and has a post-thaw motility of greater than 30%.

The Breeding Fee shall be payable upon signing of this contract.

Execution of this agreement allows "Mare Owner" to inseminate only the "Mare" identified above per contract. Insemination of more than one mare will violate the terms of this agreement and subject "Mare Owner" to additional breeding fees equal to the amount agreed to in the contract. Once a successful pregnancy occurs no further frozen semen may be used to inseminate any additional mares. Any additional use will constitute a violation of this agreement. Mare owner must obtain further written permission, evidenced by a new and fully executed contract, with all additional fees paid in advance prior to using any additional straws. "Stallion Owner" makes no warranties that additional breedings will be available beyond this agreement.

The Breeding Fee includes a live foal guarantee:

Should the "Mare" fail to conceive, abort, die, or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then the "Stallion Owner" guarantees that Mare Owner shall have the right to rebreed or substitute a mare upon the approval of the "Stallion Owner" within the current or the following year only. A live foal guarantee will allow the "Mare Owner" up to a total of 6 doses of frozen semen per breeding agreement, and each dose of semen will be subject to the \$250.00 handling fee plus the actual cost of shipping.

In the event that “Mare” does not conceive during the contracted Breeding Season or in the next breeding season, if “Mare Owner” exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay “Stallion Owner” a re-handling fee of **\$600.00** prior to the rebreed.

“Mare Owner” shall notify “Stallion Owner” within sixty days of the last insemination of the year if the Mare did not conceive, in order, to be eligible for a rebreed the following year. “Mare Owner” shall also notify “Stallion Owner” within thirty days of the Mare’s abortion, should the “Mare” abort.

In the event that “Mare” does not produce a “Live Foal”, then “Mare Owner” shall provide “Stallion Owner” with a veterinarian’s certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death.

In the event that “Mare” dies, “Mare Owner” shall provide “Stallion Owner” with a veterinarian’s certificate of death.

“Live Foal Guarantee” shall be specifically conditioned upon “Mare Owner’s” pre-breeding Vet Check to be free of disease and vaccination of “Mare” for Rhino pneumonitis in the fifth, seventh, and ninth months of the “Mare’s” pregnancy. “Mare Owner” shall provide the “Stallion Owner” with a certificate indicating that such vaccination has taken place at the time the “Mare Owner” requests a rebreed pursuant to this section.

“Live Foal Guarantee” to “Stallion” shall lapse and the “Stallion Owner” shall have no further obligation under this section if:

1. “Mare Owner” fails to provide Rhino pneumonitis vaccination certificate.
2. “Mare” is bred by any other stallion without written consent by “Stallion Owner” prior to rebreed.
3. “Mare” is substituted with another mare without written consent by “Stallion Owner”.
4. “Mare” fails to conceive, aborts, or dies and “Mare Owner” fails to notify “Stallion Owner” as defined in this agreement.

All amounts paid by “Mare Owner” shall be non-refundable when paid, subject to BREEDING or AVAILABILITY OF FROZEN SEMEN sections of this agreement.

In addition, the following fees shall apply and are payable prior to shipment(s):

1. A handling fee of **\$250.00 per breeding dose of Frozen Semen and \$350 per dose of Cooled Shipped Semen**. This fee covers “Stallion Manager’s” processing/handling of Frozen and Cooled Shipped semen and office fees. This fee is payable to Precious Earth, Inc.

2. A refundable shipping tank deposit. This fee may vary depending on the semen storage/shipping facility. "Stallion Owner" will provide "Mare Owner" with the fees of the semen storage/shipping facility and/or contact information. "Mare Owner"; however, is responsible for contacting, requesting and payment of fees to semen storage/shipping facility.
3. Shipping Fees. These fees may vary depending on the semen storage/shipping facility. "Stallion Owner" will provide "Mare Owner" with the fees of the semen storage/shipping facility and/or contact information. Mare Owner; however, is responsible for contacting, requesting semen shipment, and payment of fees to semen storage/shipping facility.
4. International handling/management fees. This fee is also payable to the semen storage/shipping facility and may vary. This fee includes paperwork with USDA and other agencies and preparation of health certificate.

BREEDING

"Stallion Owner" reserves the right to require a "Mare" that has not settled within three heat cycles to be cultured or biopsied to determine breeding soundness. "Stallion Owner" also reserves the right to refuse and discontinue service to any "Mare" upon detection of "Mare" carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the "Mare Owner" is obligated to substitute another "Mare" to fulfill the terms of this Agreement.

FROZEN SEMEN

"Stallion Owner" shall provide Frozen or Cooled Shipped semen from the "Stallion" identified in this contract, and makes no other guarantee of the condition of the semen once the semen has left the semen storage/shipping facility.

"Mare Owner" shall be responsible for sending a request of semen shipment to the semen storage/shipping facility and for contacting "Stallion Owner" for an authorization of shipment. Semen will not be shipped by any semen storage/shipping facility without an authorization from "Stallion Owner". Authorizations of shipments will only be made Monday through Friday during business hours.

"Mare Owner" shall have the responsibility to insure proper handling, storage, and insemination of the semen into the "Mare".

AVAILABILITY OF FROZEN SEMEN

Should Frozen or Cooled Shipped semen become unavailable, due to lack or loss or death of "Stallion" or due to any unforeseeable circumstances, before "Mare" is first serviced pursuant to this Agreement, this Agreement shall be terminated and the "Stallion Owner" shall return the portion of the breeding fee paid by "Mare Owner" to "Mare Owner".

Should Frozen or Cooled Shipped semen become unavailable, due to lack or loss or death of "Stallion" or due to any unforeseeable circumstances, after servicing of "Mare" and "Mare Owner" has not received entitled doses pursuant to this Agreement, then "Stallion Owner" shall return the portion of the breeding fee paid by "Mare Owner", less the costs of doses received, and any outstanding miscellaneous fees.

INDEMITY

Precious Earth, Inc. DBA Making Pegasus and it's owners, principals, agents, employees, veterinarians, farriers, and "Stallion Owner" shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by "Mare" and/or Foal during the time that "Mare" is in the custody of Precious Earth, Inc. DBA Making Pegasus or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to "Mare" and/or Foal. This includes, but is not limited to, any personal injury or disability that "Mare Owner", its agents or employees may receive while on the premises of Precious Earth, Inc. DBA Making Pegasus. "Mare Owner" fully understands that Precious Earth, Inc. DBA Making Pegasus does not provide any public liability, accidental injury, theft or equine mortality insurance for "Mare" and/or Foal , and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to "Mare" and/or Foal are to be borne solely by "Mare Owner".

"Mare Owner" specifically understands that "Stallion Owner" and Semen Storage/Shipping Facility make no guarantees, expressed or implied as to the fertilizing capacity of any semen provided after it leaves its care, custody and control.

Under California 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 Chapter 87 of Section 1, Title 4 of the Civil Practice and Remedies Code.

This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties.

This contract is non-saleable and non-transferable.

The Parties hereto understand and agree to comply with the terms and conditions as set forth in this Agreement.

Mare Owner Signature

Date

Precious Earth, Inc. DBA Making Pegasus

Date

PAYMENT INFORMATION

Name on Card: _____

Credit Card #: _____

Expiration Date: _____

Security Code: _____

Billing Address For Card: _____

Signature: _____

A 3% credit card use fee will be charged for all credit card transactions.