

Los Alamos Dressage Center L.L.C.

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<http://www.LosAlamosDressage.com>

BREEDING AGREEMENT (2005)

Name of Mare _____ Reg.# _____

Breed _____ Birth Date of Mare _____ Color _____

Sire _____ Reg. # _____ Dam _____ Reg.# _____

Recorded Owner _____ Phone _____

Address _____

To be bred to _____ Approx. date of first shipment required _____

Please attach a copy of registration papers of mare, if possible.

Insurance information necessary ONLY for mares sent to Los Alamos for breeding.

Name of Insurance Co _____

Phone _____ Policy No _____ Declared Value _____

BREEDING FEES (Year 2005 - Same \$1600 stud fee for your choice of any stallion owned by Los Alamos)

Booking Fee \$400 (Non refundable)

Service Fee \$1200 (Due within 30 days of producing a live foal)

Artificial Insemination OR Shipped Semen:

American Express, MasterCard or VISA cards may be used for all expenses. If **NOT** used, then semen collection and shipping deposits are due prior to any shipment of semen as follows:

\$500 DEPOSIT for SHIPPED SEMEN (includes Shipping Costs, Containers and Collection fees (Any unused balance will be refunded or additional deposits will be required if total is used.) Includes:

Collection fee: \$100 each collection

Deposit for each shipping container: \$300 (refundable if container is returned within 1 week)

\$300 DEPOSIT for ARTIFICIAL INSEMINATION NOT REQUIRING SHIPMENT

Collection fee: \$100 each collection

Insemination fee: \$25 each insemination

PAYMENT:

Booking Fee (\$400) is due upon signing of this contract. Stud fee (\$1200) due within 30 days of the birth of a live foal. For mares sent to Los Alamos, board, veterinary and blacksmith bills will be paid monthly and in full at the time the mare leaves.



BOARD FEES FOR MARES SENT TO LOS ALAMOS FOR BREEDING

Full Board - \$700 per month

Mare and Foal \$2 per day additional

LIVE FOAL GUARANTEE

In the event that the mare should not conceive during the **2005** breeding season, or if the foal fails to stand and nurse unattended AND Los Alamos Dressage Center L.L.C. **is notified within 48 hours of the foal's death**, the mare may be rebred the following year. Mares requiring service the calendar year following the date of the contract are subject to a handling and office charge of \$200 plus semen collection and shipping expenses as outlined above.

Any mare not checked in foal at Los Alamos within 45 days from the last service date must be examined by the mare owner's veterinarian and a written statement as to pregnancy status must be forwarded to Los Alamos within 30 days. In the event said mare should produce a foal that fails to stand and nurse unattended, she will be entitled to free rebreeding the following year if and only if Los Alamos Dressage Center L.L.C. is notified within 48 hours of the foal's death. An official written statement of details by a certified veterinarian is then required within ten days. If such notification and statement are not received in a timely basis, the guarantee provided herein becomes null and void.

Should the selected stallion die or become unfit for service, this shall terminate the mare owner(s) right to return breeding set forth here. The mare owner (s) may, however, rebreed to another stallion owned by Los Alamos.

In the event the mare should die or become unfit to deliver a live foal, a substitute mare may be accepted for rebreeding.

CONDITIONS FOR MARES BEING BRED WITH SHIPPED SEMEN

Mares should be cultured and checked by a Veterinarian to determine that breeding conditions are favorable.

Mares must be palpated by a Veterinarian to determine the approximate time of ovulation and Los Alamos must be notified at least 24 hours in advance of the date the semen is to be shipped. Mare owners are responsible for all collection fees and freight charges incurred.

A Passport will be issued with the first shipment of semen. It must be completed by the mare owner and his/her Veterinarian and returned at the end of the breeding season to Los Alamos. If Passports are NOT returned, this contract shall become null and void. Applications for Registration of foal WILL NOT be forwarded to mare owner and Live Foal Guarantee WILL NOT be honored.

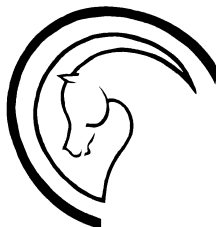
TRANSFER OF BREEDING CONTRACT

This contract shall not be assigned or transferred by either party hereto without the consent of the other. If the mare is to be rebred and the mare owner fails to deliver her or to request shipped semen the following year, then any and all fees paid shall not be refundable and this contract is hereby canceled.

CONDITIONS FOR MARE SENT TO LOS ALAMOS FOR BREEDING:

Mares must arrive in healthy condition free of infectious or contagious disease and they must have a certificate not more than 1 year old stating that they have been tested and found free of E.I.A. by the Coggins Test. Before breeding the mare must have her genital tract cultured by a Veterinarian and prove to be free of infection. All horses must show a health certificate indicating current vaccination for Equine Encephalomyelitis, Tetanus and Rhinopneumonitis. (Influenza and Strep Vax series is also recommended.)

The mare owner agrees to allow Los Alamos to have a qualified Veterinarian check the mare for normal breeding conditions and to perform such other Veterinary services that are deemed necessary for the proper treatment and protection of the mare and/or foal at side. All fees will be paid by the owner of the mare.



Los Alamos Dressage Center L.L.C. shall care for the mare and such foal as may accompany her with the same care and attention as are given to their own horses, but will assume no liability for any injury, disease, escape, theft, disability or death of the mare and/or foal or any other cause of action whatsoever arising out of or being connected in any way with breeding and/or boarding of the mare and/or foal. This includes, but is not limited to any personal injury or disability of the owner(s) or agents of the mare while on Los Alamos premises. Likewise, Los Alamos will assume no liability for any damage, loss, theft or other action resulting in damage or loss of any personal property.

INSURANCE AND INDEMNITY FOR MARES BEING BRED AT LOS ALAMOS

The mare owner fully understands that Los Alamos Dressage Center L.L.C. DOES NOT carry any public liability, accidental injury, theft or equine mortality insurance on any of the outside (non Los Alamos owned) horses that are in our possession for breeding and/or boarding, and that ALL RISKS connected with breeding, boarding and/or transporting (if necessary) of the mare and/or foal are to be borne solely by the mare owner.

The owner of the mare hereby grants a lien on the mare and such foal that may accompany her to Los Alamos for all charges resulting from boarding and rendering any other service to the animal(s). If any such charges shall be unpaid for a period of 60 days after they become due, in accordance with the terms of this Agreement, Los Alamos Dressage Center L.L.C. may, upon giving notice in writing to the owner of the mare and after 30 days, sell the mare and such foal that might accompany her and all of the mare's/foal's equipment currently maintained at Los Alamos at public auction to satisfy the account. The written notice will state the amount due and inform the owner of the mare that payment in full is due within ten (10) days in order to redeem the mare/foal and equipment and prevent the sale. The notice may be served by registered mail or certified mail addressed to the address of the owner of the mare as stated in this Agreement, and shall state the date, time and place of the sale. In the event of such sale, any monies received in excess of the amount due Los Alamos Dressage Center L.L.C. shall be passed on to the owner of the mare. The owner of the mare shall pay any reasonable expense, including attorney fees, incurred by Los Alamos Dressage Center L.L.C. in connection with the exercise of any right or remedy under this Agreement and the preparation and delivery of any notices.

This contract and terms thereof shall be governed by the laws of the State of New Jersey and shall be binding upon the parties hereto, their representatives, heirs, successors or assigns.

Date _____

Name Of Mare Owner (print)

Signature Of Mare Owner

Street Address Of Mare Owner

City, State, Zip

Phone

Signed _____

For Los Alamos Dressage Center L.L.C.

