

Breeding Contract



Between Mare Owner / Agent: Name:

Address:

Telephone:

E-mail:

And Stallion Owner:

Jennifer Schranz
Reitschulgasse 9A
2442 Unterwaltersdorf, Austria (Europe)

Represented by Agent:

David Maisonnette
43110 Aurec sur Loire, France
Telephone: +33 673 331 532
E-mail: david_qh@hotmail.com

Regarding: one breeding service by Stallion "Best Invest In Gold" with registered Mare:

Name:

Registration number:

Attachments:

Copy of Mare's up-to-date registration certificate
Mare's genetic typing and testing certificate

The following conditions of service are mutually agreed between Mare Owner/Agent and Stallion Owner, both named above:

(1) Services Provided

The Stallion from which Frozen Semen shall be provided is "Best Invest In Gold" (aka "Angel") – American Quarter Horse, foaled in South Dakota on 15th March 2018, from Sire "RL Best Of Sudden" (4212591) out of Dam „Reinvest First Creme“ (5158240), Palomino, AQHA registration number 5873786.

The Stallion has been genetically typed and tested, with the results:

Genetic Typed: Parentage verified, transported semen

Genetic Testing: GBED: N/N, HERDA: N/HRD, HYPP: N/N, MH: N/N, PSSM1: N/N, IMM: N/N

Breeding of Stallion with Mares carrying HERDA is not recommendable.

In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, Mare Owner may substitute another mare for breeding with the Stallion's Frozen Semen, as may be agreed Mare Owner and Agent, subject to Stallion Owner's approval.

Stallion Owner guarantees Mare Owner one "live foal", defined as: one foal resulting from the breeding shall stand and nurse within twenty-four hours. Upon this the live foal guarantee is immediately expiring.

If a live foal should not result from the breeding, the Mare Owner will be entitled to rebreed the Mare, in the following season only (Rebreed Year), to the Stallion for no additional Breeding Fee and only a Rebreed Fee (conditions under 2 and 3 below).

A Breeder's Certificate will be issued upon notification by Mare Owner to Agent that the mare has produced a live foal and all bills have been paid in full.

(2) Mare Owner Responsibilities

Mare Owner will be provided up to two Doses (sixteen straws) of Frozen Semen. It shall be exclusively used for Mare identified above in this contact.

Mare Owner warrants Mare being in sound breeding condition, free from any infection or disease.

In opinion and sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. In that case, Mare Owner may substitute another mare for breeding to Stallion, subject to the conditions of this Breeding Contract.

Mare Owner is responsible for correct Mare and Owner data. Owner recorded on Certificate of Registration will be recorded on Stallion Breeding Report.

The breeding regulations of relevant Associations apply. For purposes of this agreement, the breeding season shall begin 1st February and close 1st July of the year on this contract.

Transportation of Frozen Semen from the Storage Facility is to the responsibility and cost of Mare Owner.

Any unauthorised use of Frozen Semen is strictly prohibited.

Breeding shall only take place without signed contracts and payment in full of a Breeding Fee.

Mare Owner must provide an Insemination Report by informing Agent of breeding dates before 1st September of the breeding year.

Any unused Frozen Semen remains the property of Stallion Owner. It shall be returned to the Storage Facility or destroyed at the discretion of the Stallion Owner. Should a Mare Owner desire to keep unused Frozen Semen in storage, a report of straws on hand and location must be submitted to Agent for approval by Stallion Owner.

In the case of embryo transfer, should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Breeding Fee to Stallion Owner upon heartbeat check.

If an embryo is sold, the live foal guarantee will be null and void. No live foal guarantee is given for vitrified embryos.

If Mare has failed to conceive, has slipped or produced a nonviable foal, Mare Owner is solely responsible in such cases. Mare Owner must notify Agent within one week of the non-viable foal being born with written certification by a licensed veterinarian in order to be entitled to a rebreeding. Mare Owner will be responsible for a reduced Rebreed Fee as well as the cost and transport cost of additional Frozen Semen for the Rebreed Year.

Failure to comply with these conditions on the part of Mare Owner could result in denial of a Breeders Certificate or/and penalty fees.

(3) Fees and Expenses

Upon booking, Mare Owner shall pay a Breeding Fee of EUR 1,500 (one-thousand five-hundred Euro). For bookings before 1st January of the Breeding Year, a discount of EUR 250 (two-hundred fifty Euro) is applicable.

Payment from Mare Owner to the bank account of Stallion Owner is due with signing of the Contract by Stallion Owner: Jennifer Schranz

BAWAG, Austria

BIC: BAWAATWW

IBAN: AT17 6000 0203 1003 4348

Any Frozen Semen will be only shipped after receipt of all payments.

Cost of shipment, plus of Frozen Semen for a Rebreeding, is carried by Mare Owner.

The fee for additional Frozen Semen and the Rebreed Fee is EUR 250 (two-hundred fifty Euro) plus 250 (two-hundred fifty Euro) per Dose (eight straws each) required.

(4) Incidental Arrangements, Venue, Saving Clause

The Agreement hereto shall constitute the complete agreement of the parties hereto. There are no additions to the Agreement hereto and/or incidental arrangements with reference to the subject matter of the Agreement. The Agreement hereto shall replace all prior written and verbal arrangements. All incidental arrangements and modifications to the Agreement hereto shall require the written form to be valid; this shall also extend to suspending this requirement of the written form. The Agreement hereto shall be governed by Austrian material law excluding referral standards to the contrary. Wherever legally admissible, Vienna, Austria shall be the exclusive venue for all disputes arising from and in connection to the Agreement hereto. The invalidity or unenforceability of specific provisions or any gap in specific provisions or components of the Agreement hereto shall not otherwise affect the validity or enforceability of the Agreement hereto. To the extent that it is legally admissible, any invalid or unenforceable provisions and any gaps in the provisions shall be replaced by the provision that comes closest to what the parties hereto intended considering the importance and purpose of the Agreement hereto and would have agreed to when the Agreement hereto was signed if they had considered the invalidity or unenforceability of specific provisions or any gap in specific provisions. This shall also extend to determining obligations for the period after the conclusion of the transactions. In such an event, the Parties hereto shall jointly modify the Agreement hereto to keep pace with these cases in greatest possible accordance with the commercial purpose of the invalid or unenforceable or lacking provisions and the Agreement hereto as a whole.

Read, accepted and signed:

Mare Owner:

Stallion Owner:

Name:

Jennifer Schranz

Signature:

Date:

(ends)