



North Farm
13701 Sousa Street
North Lawrence, Ohio 44666
740-815-3545
Dobrien110@aol.com

The Best Martini

This contract dated _____ is between ("Mare Owner") _____ and Rhonda & Buddy Malone (Owner), North Farm Inc. (Breeder). One service to **The Best Martini** (Stallion) for the ("Mare") _____ Reg. # _____ Breed _____ for the 2017 season at \$ _____.

1. Fees and Expenses:

- a. **Charges:** A booking fee of \$ **500.00** is due with signed contract. Balance of the stud fee \$ _____ is due before or when mare arrives at farm or prior to the first shipment of semen. Should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Stud Fee upon heartbeat check. **Failure to report an additional embryo could result in denial of a Breeders Certificate.**
- b. **On Farm Breeding Expenses:** Boarding, farrier and any other expenses will be payable upon receipt of invoice or when the mare leaves the farm, whichever occurs first. Veterinarian expenses will be billed separately and must be paid directly to the veterinarian. To allow Breeder sufficient time to prepare the final billing statement, the Breeder requires 48 hours advance notice when the Mare Owner wishes to remove the Mare from the farm.
- c. **Billing:** Bills are due and payable in full upon receipt. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 1½ % per month from the date billed to the date payment is received. In the event that the account is not paid within 45 days from the date of the monthly statement, the breeder may refuse to palpate, tease or breed the mare. Visa and MasterCard are accepted, **there is a 3.5% Service Fee for Credit Cards.**

2. Mare Registration: A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

3. Farm Breeders Condition and Treatment:

- a. The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition, is free from infection and disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the date of this agreement. Prior to arrival at the breeding farm, mare must have a veterinarian's health certificate including worming, and immunization records, and current Coggins test. Influenza, Rhinopneumonitis, Potomac Fever, West Nile Virus and Strangles must be given before the mare arrives. If these documents are not presented upon the mare's arrival, the breeder shall have the attending veterinarian make proper tests and evaluations at the mare owner's expense. Breeding Method for on farm mares is at the sole discretion of the breeder and the attending veterinarian. The breeder agrees to diligently try to settle the mare, however if the mare should not settle, the breeder shall be held harmless.
- b. A mare deemed not in sound breeding condition by the attending veterinarian shall not be bred. In such a case, the mare owner may substitute another mare within the same breeding season.

4. Farm Waiver of Liability: Mare owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that the breeder services. The breeder will exercise reasonable care in caring for and supervising said horses. Other than as provided in this agreement, the Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease or death of the mare, or mare's foal arising from the stallion service pursuant to this agreement. Any insurance desired on the mare, mare's foal or foal in-utero is the sole responsibility of the mare owner.

5. Breeding Season: For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close July 1st of the year on this agreement.

6. Live Foal Guarantee: The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a \$250.00 chute fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. STALLION OWNER, NORTH FARM OR ITS EMPLOYEES shall not be held liable for the loss of any pregnancy whether it is slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the

STALLION OWNER the rebreed may not be honored at the STALLION OWNERS discretion. The Breeder does not guarantee a live foal for any Mare leaving Breeder's Farm unless and until such Mare has been ultrasound thirty (30) days safe in foal by the attending veterinarian. The Breeder may require that the re-breeding be performed at the Breeder's facility and the Mare Owner agrees to pay Mare care and other normal expenses relative to the breeding.

7. **Embryo Transfers:** In the event that an embryo is sold, the live foal guarantee will be null and void. Rhonda & Buddy Malone strongly recommends the purchase of embryo insurance. There is no live foal guarantee for vitrified embryos.
8. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Rhonda & Buddy Malone that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc).
9. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Stark County, Ohio Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Stark County, Ohio, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Breeder intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.
10. **Substitution:** In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. Frozen semen may be offered to fulfill the remainder of the contract to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.
11. **Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Stallion Owner/ Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.
12. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.
13. **Genetic Testing:** The Best Martini is N/N for HERDA, HYPP, GBED, PSSM, MH, OWLS

Mare Owner Information:

Breeder: North Farm Inc.

Mare Owner/Agent Signature

Stallion Owner/Agent Signature

Daytime Phone

Cell Phone

Date

Address

City, State, Zip

Email

Shipped Semen Information

Mare's Name: _____ **Reg#:** _____

Address to be shipped to (FedEx)

Name: _____

Street Address (No PO Box) : _____

City, State, Zip: _____

Phone: _____

Cell Phone: _____

Saturday Delivery Available At Above Address: ____ Yes ____ No
If checked no, please provide a Saturday address below

* Please note: check the availability of Saturday FedEx delivery

Closest Major Airport Name and City: _____

Shipments must be pre-paid with check or credit card
Credit Card Information: * please note a 3.5% Service fee for credit cards

Please charge my Credit Card for all fees incurred in breeding my mare:

Name of Card Holder: _____

Billing Statement Address _____

City _____ **State** _____ **Zip Code** _____

Card #: _____ **Exp. Date:** _____

3 digit # on back of card: _____

Signature: _____ **Date:** _____

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Transported Semen Contract The Best Martini

This agreement is entered into on the date recorded below by the duly qualified member of Rhonda & Buddy Malone known as "STALLION OWNER", Roger Landis, known as 'STALLION MANAGER' and the 'MARE OWNER' whose name or signature appears below. All parties agree that they have executed a breeding contract to breed the mare named below to The Best Martini. In addition to the duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exists to execute transported cooled semen agreement for the breeding season mentioned below.

All parties agree that every semen shipment via Fedex to the MARE OWNER shall be at a cost of **\$300.00**. **Canadian shipments are \$350.00 US and the cost of Export Documents. Use of any frozen semen stored at a facility will be charged at \$300.00 per insemination. Mare owner must notify Breeding Farm prior to any usage of frozen semen. On site pick up is \$175.00.** If semen is needed the same day via an airline MARE OWNER will be responsible for the additional charge of **\$100.00**. All fees must be paid in advance of the shipment of semen or use of frozen semen. VISA and Master Card are accepted. In addition, prior to the first shipment of semen all breeding fees must be paid in full.

1. The MARE OWNER certifies that STALLION MANAGER is obligated to transport cooled semen to the address of record, which has been provided in writing prior to any shipment by the MARE OWNER. If the MARE OWNER requests more than one shipment, the semen will be shipped to the last known address of record provided by the MARE OWNER to the STALLION MANAGER.
2. The mare owner certifies that the address of record for the shipment is a suitable facility for the artificial insemination of the mare contracted to be bred. It is imperative that the MARE OWNER'S veterinarian be aware of the mare's current breeding status and that she is, in fact, ready to breed. It is the STALLION MANAGER's stated preference that all shipments are made to and inseminations performed at established breeding farms. The mare owner certifies that only the mare that is the subject of the breeding contract shall be inseminated by the shipped semen of The Best Martini. A contract for cooled semen does not guarantee that semen will be available on the day you submit your request. Mares to be bred to The Best Martini in residence at STALLION MANAGERS will be given priority for semen.
3. Collection days are Monday, Wednesday, and Friday. A 24hr notice is preferred for any order of semen.
4. STALLION MANAGER shall ship semen collected from The Best Martini in an appropriate chilled semen container by an overnight courier. STALLION MANAGER and STALLION OWNER further certify that the semen when collected will be of such a degree of mobility and motility so as to reasonably be acceptable for breeding.
5. The MARE OWNER agrees to comply with all AQHA, APHA or other breed association requirements concerning the use and handling of Transported Cooled semen. The MARE OWNER shall properly send the appropriate copies of the Collection/Insemination Certificate to their breed association and to the STALLION MANAGER at the address appearing below.
6. All parties to this agreement agree that the obligations of performance by the STALLION OWNER and the STALLION MANAGER shall be met when the chilled semen shipment is accepted at the address of record as provided by the MARE OWNER. Acceptance shall be defined as the contract expedited parcel delivery carrier actually delivering the shipment container to the address of record and receiving. All parties to this agreement agree that the risk of loss transfers to the MARE OWNER upon acceptance of delivery.
7. The STALLION OWNER and the MARE OWNER shall execute a Breeders Certificate and shall comply with any parentage verification as required by the AQHA, or their respective breed association. This agreement is limited to the 2017 Breeding Season.

Mare Owner

Date

Mare Name

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