

ENZO

FROZEN SEMEN BREEDING AGREEMENT

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

Name: _____

Farm Name: _____

Address: _____

Telephone(s): _____ Fax: _____,
hereinafter referred to as "Mare Owner" and MICHAEL BYATT ARABIANS, INC., 7716 Red Bird Road, New Ulm, Texas 78950,
hereinafter referred to as "Stallion Manager".

WITNESSETH

Whereas, **ENZO PARTNERS**, hereinafter referred to as "Stallion Owner", is the owner of the stallion named **ENZO AHRA # 561225**, hereinafter referred to as the "Stallion", whereas such stallion shall have frozen semen available at Michael Byatt Arabians, Inc. and whereas, Mare Owner has the following ownership rights to the following said mare.

Name of Mare (as on registration papers): _____

AHRA # _____ D.O.B. of Mare: _____

Owner Name (as appears on Registration Papers): _____

THE PARTIES HERETO AGREE AS FOLLOWS:

FEES:

The Frozen Semen Breeding Fee for **ENZO** is **\$5000.00**. This breeding fee ensures Mare Owner with **up to Six breeding doses of frozen semen. The first shipment will consist of four doses of semen per breeding agreement.** Each dose of semen is subject to the handling fee of \$125.00. A frozen semen dose is defined as a single insemination dose containing a minimum of 600 million sperm cells and has a post-thaw motility of greater than 30%.

The Breeding Fee shall be payable as follows:

____ **Option 1:** The total breeding fee of **\$5000.00** is payable upon signing of this contract.

____ **Option 2:** The booking fee of **\$1000.00** is payable upon signing of this contract and the balance of **\$4000.00** is due prior to the first shipment of semen.

Execution of this agreement allows mare owner to inseminate one mare per contract. Insemination of more than one mare will violate the terms of this agreement and possibly result in mare owner's inability to register any offspring. 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 and Michael Byatt Arabians make no warranties that additional breedings will be available beyond this agreement.

The Breeding Fee does not include a live foal guarantee. Live foal guarantees may be purchased with the Stallion Manager and Stallion Owner's approval for the following fees:

____ **Live Foal Guarantee is \$500.00.** 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 Manager) within the current or the following year only. A live foal guarantee will allow the Mare Owner up to a total of 12 doses of frozen semen per breeding agreement, and each dose of semen will be subject to the \$125 handling fee.

In the event that Mare does not conceive during Breeding Season or for any other reason, if Mare Owner exercises the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, the Mare Owner shall pay Stallion Manager a rehandling fee of **\$600.00** prior to the rebreed.

Mare Owner shall notify Stallion Manager 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 Manager 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 Manager 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 Manager with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Manager 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 and Stallion Manager shall have no further obligation under this section if:

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

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

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

1. A handling fee of **\$125.00 per breeding dose**. This fee covers Stallion Manager's processing/handling of frozen semen and office fees. This fee is payable to Michael Byatt Arabians, Inc.
2. A refundable shipping tank deposit. This fee may vary depending on the semen storage/shipping facility. Stallion Manager 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 Manager 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 Manager 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 Manager also reserves the right to refuse to 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 Manager shall provide frozen semen from 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 Manager for an authorization of shipment. Semen will not be shipped by any semen storage/shipping facility without an authorization from Stallion Manager. 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 semen become not available, due to lack/ or loss of due to 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. Should frozen semen become not available, due to lack/ or loss of due to 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 booking fee, costs of doses received, and any outstanding miscellaneous fees.

INDEMNITY

Michael Byatt Arabians, Inc. and its 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 Michael Byatt Arabians, Inc., 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 Michael

Byatt Arabians, Inc. Mare Owner fully understands that Michael Byatt Arabians, Inc. 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 Manager and Semen Storage/Shipping Facility make no guarantees, expressed or implied as to the fertilizing capacity of any semen provided.

Under Texas 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.

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

NOTE: this contract is non saleable and non transferable.

Agreement executed by Mare Owner this _____ day of _____ 20_____.

Mare Owner Signature:

Printed Name:

Date: _____

Michael Byatt Arabians, Inc.

Authorized Signature: _____

Title: _____

Date: _____

ENZO PARTNERS:

Authorized Signature: _____

Title: _____

Date: _____

PAYMENT INFORMATION:

Credit Card #: _____ Expiration Date: _____

Name on Card: _____ Signature: _____

*Michael Byatt Arabians, Inc. accepts Master Card and Visa. A 3% credit card use fee will be charged for all credit card transactions.

Federal Express Account Number: _____

