

Shamrock Farms LLC
Joe Reser
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shamrockfarmsllc@gmail.com

1) **Parties:** This agreement is made this _____ day of _____, 20____, by and between Shamrock Farms, LLC. and

Mare Owner Name

Address

Country/ City / State / Zip

Residence Phone / Business Phone / Cell Phone

Email Address

2) **Horse:** This contract relates to the mare described below

Registration # _____ Name of Mare: _____

Sire: _____ Dam: _____

Date of Birth: _____ Color: _____ Breed: _____

3) **Ownership:** Client (Mark One)

() has full title & registration () leases () has purchased the Horse on installment contract and full title and registration are currently held by:

Name

Address / City / State / Zip

4) **Breeding:** Client contracts to breed this mare to Enzperation XX, AHA Registration #646776 during the 20____ breeding season which terminates August 4, 20____. The Stallion will stand at Shamrock Farms, LLC. The stud fee is \$0.00 (AWPA), this includes a non-refundable booking fee of \$500.00 that is due and payable upon execution of this Contract. The balance of the stud fee shall be paid prior to the first shipment of semen.

5) **Live Foal Guarantee:** Shamrock Farms, LLC guarantees a return breeding the following season should a Live Foal (defined as a foal who stands and nurses without assistance) not result from the breeding. Death of a foal before qualification as a Live Foal must be certified in writing by a veterinarian and received by Shamrock Farms, LLC. within ten (10) days of the foaling date in order to qualify for the re-breeding rights. A Rhinopneumontis vaccination series must be given at 5, 7 and 9 months of pregnancy for the Live Foal guarantee to apply. Written documentation may be required in the event of an aborted or dead foal. The re-breeding in this circumstance shall be made available at no additional stud fee, but all other customary fees will apply.

6) Stallion Guarantee and Transfers: This breeding is not transferable to another person. Should the mare described herein die before or after breeding or becomes unfit for breeding the owner may substitute another mare, subject to approval by Shamrock Farms, LLC. Should said Stallion be unavailable for medical reasons including infertility, as substantiated by a veterinarian or by death, the Client shall have the option of breeding to another Stallion if one is available however, the Client will not be due a refund of any fees paid.

7) Limitation of Liability and Indemnification: Regardless of any negligence on its or their part, shamrock Farms, LLC and their subsidiaries, affiliates, breeding manager, agents, servants, and employees shall not be held liable for any sickness, disease, estray, theft, death or injury suffered, nor for any other loss, damages or injury arising out of or connected with breeding, or other services pursuant to the Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility. ALL implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee by law. In no event shall Client's remedy exceed the amount of the fee complained of. Shamrock Farms, LLC shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while on Shamrock Farms, LLC premises where horse is standing. Client agrees to indemnify and hold Shamrock Farms, LLC where the Stallion is standing harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the Horse, and from any claim by a buyer of the Horse, and Client agrees to pay all expenses and attorney's fees incurred by Shamrock Farms, LLC where the Stallion is standing in defending any such claim.

8) Nonassignability: Client may not assign any rights or delegate any duties under the contract without written consent of Shamrock Farms, LLC.

9) Re-Breeding: Mares not checked in foal in a given year may be re-bred in the next consecutive year. If no attempt is made to re-breed the mare in the following consecutive year, Shamrock Farms, LLC may, at their sole discretion, terminate the Breeding Contract or require substitution of the mare.

10) Entire Agreement. Construction. Jurisdiction and Attorney's Fees: This Contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. Headings are for convenience only and not part of this Contract. The invalidity or unenforceability of any terms or provisions shall not affect the validity or the unenforceability of the remainder. This Contract shall be construed and governed by the laws of Texas. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in St. Tarrant County, Texas. If a lawsuit is filed with respect to this Contract the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

Client has read, understands and agrees to all items and conditions of this agreement.

Client: _____ Date: _____

THIS AGREEMENT is made this _____ day of _____, 20____.
By and between Shamrock Farms, LLC. and

Client Name

Whereas, the Registered Arabian Stallion Enzperation XX AHA Registration #646776 is standing at Shamrock Farms, LLC. for the 20__ breeding season and the Client is owner or lessee of the following ("Mare"):

Name of Mare / Registration #

Whereas, Client has purchased a 20____ breeding for the Mare to Enzperation XX desires to have live-cooled semen shipped to Client to satisfy said breeding right. NOW, THEREFORE, THE PARTIES HEREBY AGREE that Shamrock Farms, LLC will have the semen shipped from Enzperation XX (stallion) to Client for the Mare on the following terms and conditions:

- 1) A copy of mare's registration certificate.
- 2) Stallion stud fee must be paid in full prior to first semen shipment.
- 3) A collection fee per shipment; plus shipment charges, must be paid to Equine Athlete on the day of collection.
- 4) The Client shall notify Lexi Szmanda (817-269-2448) of the impending need for semen by telephone on the 1st day of the Mare's heat cycle.
- 5) The client shall notify Equine Athlete BY 10:00 a.m. CENTRAL STANDARD TIME on day of shipment
- 6) Routine collection of the stallion is scheduled for MONDAY, WEDNESDAY, AND FRIDAY of each week which schedules semen delivery for Tuesday, Thursday and Saturday.
- 7) Priority of semen transport will be given to those who book first.

Mare owner has read, understands and agrees to all of the terms and conditions of this agreement.

Client: _____ Date: _____

Information for Equine Athlete:

- 1) Mare Name _____
- 2) Mare Owner Name: _____
- 3) Mare Owner Telephone Number(s) _____
- 4) Veterinarian Name _____
- 5) Veterinarian Number(s) _____
- 6) Shipping Address: _____

Payment Information:

Type of Credit Card: _____ Security Code: _____

Credit Card #: _____ Expiration Date: _____

Name as it appears on card: _____

Signature: _____

(Shamrock Farms will run credit card for Stud Fee. Equine Athlete will run credit card for all stallion collection and shipping charges)