

CONSPIRACY OHS

BREEDING SERVICE AGREEMENT

MAMAGE GENETICS, LLC • PO BOX 1908, RANCHO SANTA FE, CA 92067 • BETH JUPP 760-613-4115 • EMAIL BJUPP@PBJHOLDINGS.COM

This agreement is made and entered into this _____ day of _____, 20____, by and between "Stallion Owner" Mamage Genetics LLC and:

NAME OF MARE OWNER/LESSEE _____

FARM NAME (OPTIONAL) _____

DAYTIME PHONE _____ EMAIL _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

NAME OF MARE'S VETERINARIAN OR BREEDING MANAGER _____

DAYTIME PHONE _____ EMAIL _____

ADDRESS FOR EXPRESS SHIPMENT _____

CITY _____ STATE _____ ZIP _____

INTRODUCTION

1. "Stallion Owner" is the owner of the purebred Arabian stallion **CONSPIRACY OHS** AHR #684439 and "Stallion Agent" is Lowe Show Horse Centre.
2. Stallion will be standing at Lowe Show Horse Centre during the breeding season.
3. Mare Owner/Lessee has certain rights in the mare described below ("Mare") and desires to breed her to CONSPIRACY OHS within the current breeding season commencing on or about February 15 and ending on or about September 30 (the "Breeding Season").

NAME OF MARE _____ SIRE _____ DAM _____

REGISTRATION # _____ DATE FOALD _____ COLOR _____

*** PLEASE ATTACH A COPY OF MARE'S REGISTRATION CERTIFICATE OR EMAIL TO BJUPP@PBJHOLDINGS.COM ***

AGREEMENT The parties hereto agree as follows:

1. FEES

1A. BREEDING FEE The Breeding Fee to **CONSPIRACY OHS** shall be PUREBREDS: _____ HALF-ARABIANS: _____

Payment schedule is as follows: A \$500.00 non-refundable booking fee to execute this Breeding Service Agreement; Final payment of \$_____ is due on or before the first collection of semen. **No semen will be shipped without all fees paid in full.**

1B. COLLECTION AND LAB PROCESSING FEE In addition to the Breeding Fee (1A), Mare Owner/Lessee shall pay a Collection and Lab Processing Fee to Alamo Pintado in the amount of \$500 for each collection. This fee will be due prior to semen shipment.

1C. EQUITAINER FEE The Collection and Lab Processing Fee above (1B) includes the cost of a disposable equitainer.

1D. SHIPPING EXPENSES All FedEx overnight shipping expenses for the shipment of semen will be charged directly to the Mare Owner/Lessee's credit card or FedEx account number. Mare Owner/Lessee acknowledges that in the event that airline counter-to-counter delivery is required, the costs of delivery service to the airport will be assessed (in addition to the extra transport amount). Mare Owner/Lessee acknowledges that shipping expenses do not include insurance.

2. PAYMENT OF RELATED FEES

As used herein, the foregoing fees are referred to as "Related Fees." All Related Fees shall be due and payable in advance. Please make checks for fees (SECTION 1A) payable to: Mamage Genetics LLC. We also accept PayPal, Venmo, Zelle and major credits cards with a 3% service fee.

2A. REGISTRATION OF FOAL In no event will any application for the registration of the Mare's foal be executed unless (a) the Breeding Fee has been paid in full; (b) all fees due to Mamage Genetics LLC. have been paid in full; and (c) all Related Fees have been paid in full.

3. BREEDING

3A. LOWE SHOW HORSE CENTRE'S POLICIES Beth Jupp of Mamage Genetics LLC and Lowe Show Horse Centre will handle all breeding arrangements. Mare Owner/Lessee agrees to abide by all breeding policies established by aforementioned parties' policies.

3B. TRANSPORTED SEMEN In the event Mare Owner/Lessee elects to use transported semen, Mare Owner/Lessee acknowledges that the best results will be obtained if Mare Owner/Lessee keeps in regular contact with Beth Jupp or Lowe Show Horse Centre as to its anticipated requirements for shipped semen.

3C. ON SITE BREEDING In the event Mare Owner/Lessee elects to send Mare to Lowe Show Horse Centre for breeding, Mare Owner/Lessee shall contract directly with Lowe Show Horse Centre for boarding and breeding arrangements. All board, veterinary, and other expenses related to the care and breeding of Mare shall be the responsibility of the Mare Owner/Lessee.

3D. INSEMINATION OF MARE All veterinary fees with respect to the palpation and insemination of mare, whether the breeding occurs on-site or by transported semen, shall be the sole responsibility of the Mare Owner/Lessee.

3E. AVAILABILITY OF STALLION Mare Owner/Lessee acknowledges that Stallion may from time-to-time be unavailable to service Mare due to show commitments. In the event that the Stallion becomes unavailable due to disease, injury or infertility, frozen semen may be offered to Mare Owner/Lessee. If frozen semen is not available, and no live foal is produced, Stallion Agent and/or Stallion Owner will refund the Breeding Fee less the non-refundable Booking Fee.

4. BREEDING ARRANGEMENTS

4A. Semen is available for collection Monday, Wednesday and Friday for overnight delivery by FedEx unless weekend and/or holiday collection days are prearranged. The shipment should arrive at its destination within 24 hours. The equitainers will maintain a constant temperature for up to seventy-two (72) hours, therefore allowing more flexibility for insemination.

4B. You must give a 24-48 hour advance notice for shipment. Cancellation of shipment requests must be done by 9:00 am Pacific Standard Time the day of collection. In the case of subsequent shipments, any additional collection and shipping fees (see above) must be received before the next shipment is sent.

4C. Every effort will be made to accommodate your mare's breeding time frame, however, it is the Mare Owner/Lessee's responsibility to keep in touch with your veterinarian or breeding manager. Failure to adhere to these requirements may result in missed estrus cycles, and delayed shipments at the Mares Owner/Lessee's expense. Insemination must be performed by a veterinarian or qualified individual knowledgeable of successful insemination techniques. Your mare's pregnancy depends on it!

5. MARE OWNER/LESSEE COVENANTS AND REPRESENTATIONS

Mare Owner/Lessee covenants that title to Mare is as set forth at the beginning of this Agreement and Mare Owner/Lessee has the legal authority to enter into this Agreement. Mare Owner/Lessee further represents that it knows of no breeding or health problems of mare except as disclosed to Stallion Owner in writing.

6. LIMITATION OF LIABILITY

Except in the event of their gross negligence or willful misconduct, Stallion Owner, Lowe Show Horse Centre, Alamo Pintado, and their respective agents, employees and veterinarians, shall not be liable for any sickness, death, loss or injury which may be suffered by mare, or by Mare Owner/Lessee, arising out of the transactions contemplated by this agreement. Mare Owner/Lessee fully understands that all risks connected with breeding or providing any other services to mare are to be borne solely by Mare Owner/Lessee. In no event shall Stallion Owner, Lowe Show Horse Centre, Alamo Pintado, their agents, employees and veterinarians, be liable for any special, incidental, indirect or consequential damages arising from any transaction covered by this agreement.

7. FAILURE TO CONCEIVE

If Mare does not conceive on or before September 30, this Agreement will automatically transfer to the following breeding season.

8. LIVE FOAL GUARANTEE

8A. IF MARE FAILS TO DELIVER A "LIVE FOAL" Mare Owner/Lessee shall be entitled to re-breed the Mare, or a substitute mare, in the following Breeding Season, subject to payment of (a) all Related Fees (with respect to both the prior breeding and the current breeding), and (b) a \$500.00 Re-breeding Booking Fee. No Mares shall be bred until the Re-breeding Booking Fee and any fees previously due have been paid.

8B. LIVE FOAL TERMS "Live Foal" shall mean a foal that successfully stands and nurses and survives three (3) days. In the event Mare produces a foal which is not a Live Foal, Mare Owner/Lessee shall provide Stallion Agent and/or Stallion Owner with a letter from a licensed veterinarian stating the cause and date of death within thirty (30) days of such death.

8C. LIVE FOAL GUARANTEE The Live Foal Guarantee provided hereunder shall terminate, and Stallion Agent and/or Stallion Owner shall have no further obligations under this section, if Mare Owner/Lessee fails to timely provide the letter and the notification to Stallion Owner pursuant to Section 7B.

9. DISCLAIMER OF WARRANTY

The breeding provided hereunder is "AS IS." All implied warranties, including warranties of merchantability and of fitness for a particular purpose or quality of collection of semen, are hereby disclaimed by Stallion Owner and Stallion Agent. The failure of either party to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provision or the right of that party thereafter to enforce such provision.

10. WAIVER, AMENDMENT, MODIFICATION

No provision of this agreement shall be deemed waived, amended, or modified by either party unless such waiver, amendment or modification be in writing and signed by the party against whom the enforcement of such waiver, amendment, or modification is sought.

11. VENUE

The terms of this contract and disputes developing there under shall be enforced and construed in accordance with the laws of the State of California, and the undersigned hereby submits themselves to the jurisdiction of the courts in the State of California.

12. BREACH OF CONTRACT

Should one party breach this contract, the breaching party shall be responsible for all attorney's fees and their expenses related to such breach.

13. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification of this Agreement shall be in writing and signed by the party to be charged.

14. SEVERABILITY

Any provision of this Agreement prohibited by the law of any applicable jurisdiction shall be ineffective to the extent prohibited, without invalidating any other provision of this Agreement.

15. SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties.

16. EFFECTIVENESS OF AGREEMENT

This Agreement shall not be effective until approved and accepted by Stallion Owner and/or Stallion Agent, and shall be subject to Mare Owner/Lessee's entry into appropriate arrangements with Stallion Owner.

SIGNATURES

STALLION OWNER OR STALLION AGENT SIGNATURE 

PRINTED NAME BETH JUPP DATE SIGNED _____

MARE OWNER/LESSEE SIGNATURE _____

PRINTED NAME _____ DATE SIGNED _____

CONSPIRACY

CREDIT CARD AUTHORIZATION FORM

MAMAGE GENETICS, LLC • PO BOX 1908, RANCHO SANTA FE, CA 92067 • BETH JUPP 760-613-4115 • EMAIL BJUPP@PBJHOLDINGS.COM

This form is used to authorize Mamage Genetics LLC, Alamo Pintado, or FedEx to charge your credit card for ongoing semen collections and shipments. If you wish to use your FedEx Account for shipping, please provide your FedEx Account number below.

VISA/MASTERCARD/AMERICAN EXPRESS

CARD NUMBER _____ EXP. DATE _____ CODE _____

NAME ON CARD _____

BILLING ADDRESS _____

CITY _____ STATE _____ ZIP _____

FEDEX ACCOUNT NUMBER _____

AUTHORIZATION: I hereby authorize Mamage Genetics LLC, Alamo Pintado or FedEx to charge for each semen collection and shipping charges and agree to pay the above credit card charges in accordance with the Breeding Services Agreement.

CARDHOLDER SIGNATURE _____ DATE _____