

Blackberry Run Arabians

CP Ambition

AHA #0583411

2008 Region 14 Promotional Stallion Service Contract

This agreement dated and postmarked by no later than this 31st day of July, 2008, between *Blackberry Run Arabians*, hereinafter referred to as "B.R.A.," and _____, hereinafter referred to as "Mare Owner."

Where, Mare Owner is the owner or lessee of the registered mare having the registered name of _____, with the Arabian Horse Registry, Registration No. _____, foaled _____, _____, and Where, Mare Owner wishes to breed said mare as above described to the stallion, *CP Ambition*.

IT IS NOW THEREFORE AGREED between the parties as follows:

Booking and Stallion Fees

(A) Booking Fee, Stud Fee, Collection, Equitainer Deposit and Shipping Fees

- (1) Booking Fee: \$200.00, due at the time of return of signed contract.
- (2) Stud Fees: 2008 Region 14 Limited Introductory Fee – 1000.00
- (3) Collection Fees are \$100.00 per collection.
- (4) Equitainer Deposit is \$235.00 refunded upon return and inspection.

(5) Shipping is based upon the Mare Owner supplying valid shipping account with FedEx, otherwise a predetermined amount must be received via Paypal or USPS prior to shipping of Equitainer.

(B) For consideration of the above-described fees having been duly fulfilled, excluding mare care,

B.R.A. hereby agrees to breed the stallion, *CP Ambition*, to the mare belonging to Mare Owner.

(C) The full amount of the stud fee, collection fees due Diamond R and Equitainer Deposit as set forth in this contract are due and payable prior to delivery of semen.

Mare Care and Board

For all Mare Care Charges, Mare Owner must contact Diamond R for Mare Care Contract, including any charges of horseshoeing, veterinary care or similar charges. Mare care is a daily rate of \$12.00 per day per mare. This amount will be charged per calendar day, or portion thereof, and \$50.00 per cycle per mare handing fee, in which the mare(s) are in the custody or control of Diamond R.

CP Ambition stands at Diamond R (Toskhara Arabians) for breeding purposes and

Diamond R will be considered an independent contractor for purposes of this agreement.

**Diamond R / Toskhara Arabians,
7429 Grubbs Road, Aubrey, Texas 76227 940-365-0028**

General Conditions

This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance for 72 hours. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season only if the notification procedures as set forth below are followed.

None of the above-described fees shall be refundable except as described as refundable. However, *BRA* guarantees a return breeding for the following breeding season for said mare or an approved substitute, should a "live foal" as described not result from this mating. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or that the mare is no longer in foal and the date of fetus loss is unknown.

In the event of the death of the above-named stallion, this contract shall become null and void. No money shall be refunded to mare owner if the mare has been bred and confirmed in foal. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee as above described shall become null and void. Should the mare die subsequent to payment of the stud fee but prior to breeding, an approved substitute will be allowed.

Mare owner agrees to have said mare pregnancy checked within and no later than Sixty (60) days from the date of last breeding and provide said information to *BRA* within seven days from the date of said pregnancy check.

Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by *BRA*.

Blackberry Run Arabians

1199 Second Avenue
Royersford, Pa 19468-3103
610-960-2434 Cell

MARE OWNER

X _____

X _____