

2010 BREEDING CONTRACT FOR

B.J. TANDEM

REG# S63581

Please read this contract thoroughly. If you wish to use the services of this stud, print out this contract, fill it out completely and mail it with the appropriate stud fee payment to:

RX Acres Belgians
8957 S. 300 E., Brookston, IN 47923

Owner of Mare: _____

Contact if different
from above: _____

Billing Address: _____

Shipping Address: _____

Day Phone: _____

Evening Phone: _____

Mare: _____

Reg. #: _____

Mare's Dam: _____

Mare's Sire: _____

BJ Tandem's breeding season will run from February 1, 2010 to July 1, 2010.

His breeding fee will be \$500 per mare. If 3 or more mares are bred to RX Acres Belgians stallions; the breeding fee will be discounted 10%. Make checks payable to RX Acres Belgians.

The breeding fee must be paid prior to shipping of semen or mare arriving at RX Acres. This contract shall only be used for artificial insemination of the designated mare listed above. The owner shall segregate the mare from all other routes of impregnation during the existence of this contract. The contract service fee includes return privilege for 2010 and for return privilege in 2011 if a licensed veterinarian notifies RX Acres in writing by September 1st, 2010 of the above mare being non-pregnant.

If BJ Tandem dies or is no longer in the possession of RX Acres Belgians or otherwise becomes unfit for service before the first delivery of semen, then this contract terminates automatically upon notice received by the

other party without liability and all prepaid fees and charges shall be refunded to the mare owner in full. If any of these events occur to BJ Tandem after the first delivery of semen and the mare is not impregnated as a result, then the mare owner may either substitute another stallion at RX Acres Belgians to fulfill the terms of this contract or forfeit all money paid.

If the mare contracted above dies or is no longer in the possession of owner stated above or otherwise becomes unfit for breeding before the first delivery of semen, then this contract terminates automatically upon notice without liability and all prepaid fees and charges shall be refunded to the mare owner in full. If any of these events occur to the contracted mare after the first delivery of semen and the mare is not impregnated as a result then the mare owner may either substitute another mare to fulfill the terms of this contract or forfeit all money paid.

Registration of the foal resulting from this contract is the responsibility of the owner. A signed breeder's certificate will be furnished when a veterinarian confirms the mare is pregnant and all expenses and fees have been paid in full.

RX Acres Belgians, its agents, its partners and its employees shall not be liable for injury, death or disability suffered by the mare from any cause whatsoever, and the owner assents to such condition and waives each and every claim for damages resulting from any such injury, death or disability. Neither party is responsible for any liabilities arising from inability to perform this contract, a result of neither acts of God nor other acts beyond either party's control.

For shipped semen:

1. BJ Tandem will be collected Monday through Saturday.
2. Contact us the first day of your mare's heat so we can get an idea when you will need semen. Then call again to actually order the semen on the collection day. Semen is shipped on a first come/first serve basis. You are encouraged to call before 10:00 AM on collection days to ensure you will receive semen. We cannot guarantee available semen after this time. To order semen please call Melissa at 765-479-0367 or Dris at 765-479-0369.
3. Mare owners will be responsible for all shipping charges. Shipping charges will be sent at the end of the month of your shipment and reflect the exact cost needed to get to your location. All same day air shipments will also include a \$100.00 courier fee to the Indianapolis airport.
4. First collection fees are complimentary; however you will be charged a \$75.00 collection fee plus your regular shipping fees for every shipment of semen that goes out thereafter.
5. The mare owner is responsible for returning the shipping container (either the Equitainer or Equine Express cardboard containers) immediately or will be subject to a late penalty fee and/or purchase of the shipping container.

For on farm breeding:

1. Mares brought to RX Acres will be subject to the same fees and conditions as stated in the mare breeding contract.

For off site breeding:

1. Mares inseminated offsite will be subject to the same fees and conditions as stated in the offsite Insemination Contract.
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Live Foal Guarantee

The following conditions and terms shall apply to the breeding services of the stallion, which is the subject of this contract and in the event of conflicting terms or conditions; the provisions of this instrument shall govern the rights and duties of the parties hereto.

1. Live Foal: For purposes of this contract, a live foal is defined as one who stands and nurses.
2. Live Foal Guarantee: If the foal is born dead or does not stand and nurse, the mare which is the subject of this contract may be re-bred to the stallion which is the subject of this contract within the calendar year's breeding season of the year in which the foal is born, provided, however that the mare owner complies with the following conditions in addition to those set forth under the above breeding contract, *otherwise the live foal guarantee is of no force and effect:*
 - a. Within ten (10) days of the date the mare foals, the mare owner will notify RX Acres Belgians in writing, by certified mail, the status of the foal: whether it be a living foal, or it did not live.
 - i. should the foal be born dead or die before standing and nursing, the above notification must contain certification by a licensed veterinarian attending the mare that the foal was stillborn or did not stand and nurse, together with the reasons therefore, as well as,
 - ii. certification by mare owner and mare owner's veterinarian that death of foal did not result from any act or omission of the mare owner or any other party, subsequent to the mare's departure, in foal, from RX Acres owned stallion, and the mare owner has exercised all due care and afforded subject mare all reasonable protection.
 - b. RX Acres Belgians will not be obligated to honor the live foal guarantee if the foal dies due to negligence of the mare owner or its agents or employees.
 - c. Should the stallion which is the subject of this contract die or become unable to service mares, the mare owner may breed to another RX Acres owned stallion.
3. This contract shall not be assigned or transferred by mare owner and in the event that mare is sold after being serviced by the stallion which is the subject of this contract, the fee if not already paid, shall become immediately due and payable and no additional services of live foal guarantee shall be due from RX Acres under any circumstances.
4. This live foal guarantee is valid only if the foal is born within the United States or Canada.
5. This contract and the terms thereof shall be governed by the laws of the State of Indiana.

I have read and understand the breeding contract for BJ Tandem as indicated above.

Owner of Mare: _____

Date: _____