



**WA Emfatyk AHA# 0618419
Breeding Contract 2009**

This agreement is made this _____ day of _____, 200_ by and between _____ of _____ hereinafter "Mare owner" and Wintersteen Arabians.

This contract is for the following mares to be bred to WA Emfatyk: Mare Owner represents and warrants the Mare(s) shall be suitable for breeding or rebreeding and shall be free of all disease and illness at such time.

Mare 1- Name/ Reg# _____

Mare 2- Name/ Reg# _____

Mare 3- Name/ Reg# _____

Now, therefore, it is agreed:

1. Stud Fee: WA Emfatyk's (Registration #0618419) introductory stud fee for the 2009 breeding season is \$1,000 for purebreds/ \$750 for others. Additional purebred mares of the same owner may be bred for \$750 per purebred mare/ \$500 for others.
2. Payment: A nonrefundable deposit of \$250 per breeding is due upon signing of this contract and will be applied towards balance. The balance of the stud fee is due 30 days after the mare(s) is checked in foal. Should the stallion die, be sold, or become unfit before servicing the mare, the deposit will be refunded and this agreement will be null and void. Deposit must accompany contract made payable to "Wintersteen Arabians".
3. Method of Breeding: Breeding will be done by artificial insemination with fresh semen at Premier Breeding Services LLC. Mare owner pays Premier Breeding Services LLC directly for all charges incurred including but not limited to stallion collection, board, insemination, palpation, ultrasound, etc. Wintersteen Arabians requests a 24 hour notice before shipment to be sent.

For shipped semen costs and conditions, refer to Premier Breeding Services LLC. Wintersteen Arabians will charge a handling fee of \$75 per collection on third and all subsequent fresh semen collections or shipments for transporting the stallion to Premier.

4. Live Foal Guarantee: A live foal is able to stand and nurse unassisted and survives 48 hours. If the mare does not deliver a live foal, the mare or a suitable replacement may be returned for the next breeding season. If the mare fails to produce a live foal claim must be made with veterinarian's documentation.

5. Signer represents that he/ she is the owner/ lessee of the above named mare(s) and agrees to indemnify, defend and hold harmless stallion owners Wintersteen Arabians in the event injury and/ or death of mare(s) listed above.

6. Mare owner agrees that Wintersteen Arabians may train and or show WA Emfatyk at their discretion.

7. This contract is governed and shall be construed under the laws of the State of Colorado.

8. Mare owner may not assign any rights or delegate any duties under this contract without written consent of Wintersteen Arabians.

Stallion Owner/ Agent _____ Date _____

Mare Owner/ Lessee _____ Date _____

Mare Owner Contact Information for Breeding:

Address _____

Phone # _____ Cell: _____

E-mail _____