

**NEWTOWN FARM HORSE BREEDING CONTRACT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_(day) of \_\_\_\_\_ (month ) in the year of \_\_\_\_ by and between \_\_\_\_\_ (hereinafter referred to as "Mare Owner") residing at \_\_\_\_\_ (address) \_\_\_\_\_ (city) \_\_\_\_\_ (state) and George Newtown (hereinafter "Owner of Stallion") located at NEWTOWN FARM, 1280 Old Plain Dealing Road, Benton, LA 71006.

**WITNESS WHEREAS**, Owner of Stallion warrants that he is the legal owner of BALANCHINE, a 2006 black Oldenburg NA stallion, Registration Number 33-97827-06; and, **WHEREAS**, Mare Owner warrants that s/he is the legal owner of (Name and Registration Number of Mare) \_\_\_\_\_, described as a (color) \_\_\_\_\_, (breed registry) \_\_\_\_\_ mare foaled in the year of \_\_\_\_\_, by (Sire and Registration Number) \_\_\_\_\_ and out of (Dam and Registration Number) \_\_\_\_\_, due to foal \_\_\_\_\_ (if applicable), **AND WHEREAS** BALANCHINE will stand at stud during the 2010 season at NEWTOWN FARM, and the parties hereto desire to contract for services of the Mare Owner one season's booking for 2010 to BALANCHINE for the services of the mare named above,

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties **AGREE AS FOLLOWS**:

**Booking Fee**

Upon payment of \$250 booking fee by Mare Owner to Owner of Stallion, which shall be non-refundable whatsoever, Owner of Stallion agrees to reserve for the Mare Owner one season booking for 2010 to BALANCHINE for the services of the mare via transported, chilled semen during the normal breeding season, defined as from March 1st until August 1st. Mare owner agrees to utilize semen from BALANCHINE only for breeding the mare named in this contract.

**Stud Fee**

Mare Owner shall pay to Owner of Stallion a fee in the amount of \$1000 (hereinafter referred to as stud fee). Mare Owner agrees to pay said \$1000 stud fee before any semen is collected and shipped for the breeding of the mare. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein. Owner of Stallion agrees to execute all necessary documents for the registration of the offspring of the breeding; provided, however, that all fees and expenses incurred hereunder have been paid in full by Mare Owner.

**Payment of Fees**

Mare Owner hereby agrees to pay NEWTOWN FARM all applicable charges, fees, services, and expenses identified on this agreement. Except for those that require payment in advance, the charges, fees and expenses shall be due and payable within 28

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days of any invoice rendered by NEWTOWN FARM. Mare Owner will pay a late charge of two percent per month or the greatest charge allowed by law on all past due moneys.

### **Transported Semen**

Prior to any shipment of semen, Mare Owner shall pay to NEWTOWN FARM \$250 for the first collection and shipment. Until the contract is completed Mare Owner shall pay \$250 for each added collection and shipment. A further fee of \$75 will accrue for counter to counter shipment. These fees are in addition to all other fees under this agreement including, but not limited to, booking fee, stud fee, and other fees that Mare Owner may owe any party in connection with the breeding of the Mare to BALANCHINE.

### **Conditions for acceptance for Mares to be Bred by Transported Semen**

Prior to semen shipment to the Mare Owner, NEWTOWN FARM shall be furnished with a copy of the mare's registration papers and a copy of a Veterinarian's Certificate certifying that the Mare has been examined and is in good health and condition to be bred. Mare Owner attests that the Mare will be bred by a qualified veterinarian and in a clean environment. Mare Owner agrees to have the Mare pregnancy tested within 55 days from the date of last breeding and provide that information in writing to Newtown Farm within two weeks. Failure to provide said information waives the live foal guarantee.

### **Representations**

NEWTOWN FARM hereby represents to the Mare Owner that any semen transported will be from BALANCHINE, and that any information on the Semen Collection Report shall be accurate. Newtown Farm disclaims all other representations or warranties concerning or related to the transported semen, including without limitation all representations and warranties of merchantability and/or fitness for a particular purpose. Mare Owner hereby represents that all applicable Mare and personal information is true, complete, and correct.

### **Live Foal Guarantee**

Owner of Stallion gives a live foal guarantee. For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as is generally recognized in standard veterinary practice; and failure to produce a live foal shall be evidenced by a written statement from a licensed Veterinarian within two weeks from death. It being expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the Mare Owner's mare, including but not limited to, collection and shipping fees and expenses, and veterinarian fees.

Should the Mare fail to settle to BALANCHINE, Mare Owner may substitute, without additional fees, another mare agreed upon by the Stallion Owner for the 2010 breeding season only. In the

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event a live foal, as defined above, does not result in 2011, Owner of Stallion agrees to breed said mare again or a substitute, approved by Owner of Stallion, in the normal breeding season of 2011; provided however, that BALANCHINE is able to service mares. Should BALANCHINE die or become unfit for service prior to settling the Mare, this contract will become null and void. Frozen semen will not be made available to fulfill this contract.

### **Refunds**

The only fees that are refundable under this agreement are the breeding fees. They are only refundable should BALANCHINE die or be unfit to breed for any reason. No refund will be made if any semen has been shipped or re-breeding attempted in a second year under this contract. If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

### **Assignment, Transfer**

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors. This Agreement shall not be assigned or transferred by either party hereto without prior written consent of the other party. The breeding right may be transferred with the sale of the above Mare only if the stud fee has been completely paid and the new Mare Owner executes a new service contract and pays a \$250 rebooking fee within 30 days of the sale; otherwise, the breeding becomes nullified. There are no other provisions for transfer or sale of said rights.

### **Default**

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred as a result of said default. Any communication or notice made in connection with this Agreement shall be made in writing only and shall become effective when deposited in the United States mail properly addressed to the addressees at the end of this Agreement with proper postage for first-class mail. In the event of dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney's fees, costs, and disbursements whether during arbitration, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings.

### **Waiver of Liability**

Mare Owner hereby agrees that NEWTOWN FARM shall not be liable for any special, incidental, or consequential damages arising from the transactions covered by this agreement, including without limitation any damages arising from the nonperformance of obligations which Mare Owner may have undertaken to any third party in reliance upon any promises and representations made in this agreement. NEWTOWN FARM, its agents, or employees shall not

