

Four Legged Farms, LLC
JC MontanasAmigo
Stallion Breeding Contract 2006

Chrissy Grieco
13184 Silver Fox Trail
Palm Beach Gardens, FL 33418
Tel: 561-627-2500
Cell 561-371-1830

This Contract for Semen Collection is made and entered into this ____ day of _____, _____, by and between _____, ("Mare Owner"), and Christine Grieco ("Breeder"), Four Legged Farms Stallion Station ("Breeding Facility"). Breeder agrees to ship Cooled Semen collected from **JC Montanasamigo**, Homozygous for both Tobiano and Black genes, a 2001 APHA Stallion, APHA Registration No. 639,918 (the "Stallion") and nominated to the APHA 2004 Breeder's Trust, for Artificial Insemination of the Mare _____, Registration No _____ (the "Mare"), subject to the following terms and conditions:

BREEDING FEES

The Breeding Fee for Stallion is \$800.00, of which \$400.00 shall be payable at the time of the execution of this Contract as a Booking Fee. Said Booking Fee serves as a non-refundable Deposit. Other fees/expenses incurred in connection with the shipment of Cooled Semen are set forth below and shall be paid in full prior to shipment:

Breeding Fee Balance	\$400.00
1 st Collection/Shipping/Container Fee	Included

Additional Collection and shipments, if required, shall be \$200.00 each. Personal checks in payment of the breeding fee balance, collection, shipping and container fee must be received by us 10 days prior to shipment. Cashier or Certified Checks will receive immediate credit. **All fees are payable to "Four Legged Farms"**.

REQUIRED BREEDING DOCUMENTATION

The following documentation shall be delivered to Breeder at the time this Contract is executed:

A copy of Mare's Registration papers (both sides)

A veterinarian's health certificate including: uterine culture, worming and immunization records.

COLLECTION OF SEMEN

Collection/Shipping days for Cooled Semen shall be Monday, Wednesday and Friday Mornings only for delivery on Tuesday, Thursday and Saturday **ONLY**.

All request for Semen must be made by 2:00pm the day before collection, subject to having a finalized breeding agreement in place and all required fees having been paid in full.

Semen may be requested at any time; however, a contract for Cooled Semen does not guarantee that Semen will be available on the day you submit your request.

All requests for Shipped Semen will be filled as received, subject to availability.

Cancellations for shipments must be made by 7:00am EST; cancellations made after that will incur a \$150.00 service fee.

All requests for Semen, cancellations and inquiries regarding shipments should be directed to Four Legged Farms

SHIPMENT OF SEMEN

Breeding Facility reserves the right to approve ALL locations where Semen will be shipped and will **ONLY** ship to those locations where Cooled Semen will be handled properly.

Semen will be shipped via Federal Express, priority overnight delivery, which generally arrives by 10:00am the following day. Certain types of Federal Express services are not available in some areas; it is the Mare Owner's responsibility to contact Federal Express to learn of any delivery limitations in his/her area and to notify us of how the shipment can reach him/her the next day. Any additional charges/fees for alternative shipping will be billed to Mare Owner.

Mare Owner will furnish the Breeding Facility with phone numbers where he/she can be reached to advise the Mare Owner that a shipment has been made and to give the Mare Owner the tracking number and/or flight information of the shipment.

No warranty, express or implied, shall accompany the Cooled Semen transferred under the terms of this Agreement. Even though the Breeding Facility will make every attempt to get Cooled Semen to your Mare timely and in good condition, the Mare Owner acknowledges that the Breeding Facility cannot guarantee delivery within a certain time period, nor that the Cooled Semen will safely reach the insemination destination without losing some of its integrity, quality or character

COOLED SEMEN HANDLING

Mare must be inseminated within 48 hours after collection of the Semen by a licensed veterinarian or technician. Please note that calculation of the 48 hours begins with the time of collection, NOT the time of receipt/delivery of the Semen at the insemination destination.

The semen shipped may be used for the Mare designated in this Contract ONLY and may not be used to inseminate any other mares.

LIVE FOAL GUARANTEE

Live Foal shall be defined as a foal that shall stand and nurse without assistance and survive the first 24 hours. If the Mare aborts her foal, the foal is stillborn or said foal does not survive longer than 24 hours, a return season will be guaranteed for the following year only provided proper notification is given to Breeder of the loss.

Proper notification shall be defined as written certification by a licensed veterinarian within seven (7) days from the date the Mare is proved not to be in foal or loses her foal as set forth above and the Mare Owner must certify that such abortion or death did not result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Foal Guarantee.

The Live Foal Guarantee shall be void if the Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.

Booster rhino pneumonitis vaccinations must be administered as indicated by the Mare Owner's veterinarian as the Mare progresses through her pregnancy. Failure to do this will void the Live Foal Guarantee.

Mare owner must furnish a veterinary certificate confirming that Mare is in foal as a result of the Cooled Semen insemination within 60 days post breeding. Failure to notify Breeder within 60 days will void the Live Foal Guarantee.

Mare Owner understands and agrees that neither the Breeder nor Breeding Facility shall be held liable for the loss, abortion or death of said foal.

COLOR GUARANTEE

Breeder guarantees that the foal shall have sufficient color to be registered in the APHA Regular Registry in accordance with the APHA color requirements. If, under APHA color requirements the breeding results in a breeding stock foal, the Mare Owner will be entitled to a return privilege with the same Mare, or an approved substitute, the following season only.

BREEDERS CERTIFICATE

A Breeders Certificate shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after payment of all bills due on said Mare has been received.

MISCELLANEOUS

The breeding season in force for this Contract shall begin January 15 and close June 30th of the year covered by this Contract.

It is further agreed that should the above-named Stallion die or become unfit for service, or if the above-named Mare dies during the breeding season, then Mare Owner may substitute another mare or breed the above-named Mare to another Stallion that is agreed to by both the Mare Owner and Breeder.

This Contract shall not be transferable by the Mare Owner without the prior written consent of Breeder.

This Agreement constitutes the entire agreement between the parties; any amendments to or modifications of the terms of this Agreement must be in writing. This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of Florida. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, the Mare Owner shall pay all reasonable attorneys' fees, costs of suit and other expenses reasonably related to enforcing this Agreement.

BREEDER:

Christine Grieco
Four Legged Farms
13184 Silver Fox Trail
Palm Beach Gardens, FL 33418
Tel 561-627-2500
Cell 61-371-1830
E-Mail: chrissy@fourleggedfarms.com
Web www.fourleggedfarms.com

Signature _____

Date: _____

MARE OWNER:

Name
Farm Name
Address
City, State, Zip
Tel
Cell
Email
Web Site

Signature _____

Date: _____

**THE FOLLOWING INFORMATION MUST BE COMPLETED AND
FURNISHED TO BREEDER AT THE TIME THE CONTRACT IS SUBMITTED**

A. Mare Information

Mare's Name _____ Breed _____

Color/Type _____ Foaling Date _____

Registration No. _____

Has this Mare ever:

Been bred Before? _____ Yes _____ No

Been bred with Cooled Semen before? _____ Yes _____ No

B: Owner Information

Name of Mare Owner _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____

Emergency Contact _____

Emergency Number _____

C. Veterinary Information for Delivery of Cooled Semen

Veterinarian's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____

Emergency Contact _____

Emergency Number _____

D. Information for Shipment of Cooled Semen

Name/Location of Airport nearest you for shipment of Cooled Semen via Federal Express Priority Overnight Delivery:

CREDIT CARD INFORMATION

We accept Visa, MasterCard or American Express in payment of the Breeding Fees and Booking Fee. Please furnish the following information if you wish to pay with your credit card.

Charge to my: () Visa () MasterCard () AMEX

Breeding Fee	\$
Booking Fee	\$
Collection/Shipping/Container Fee	\$

Card Number: _____ - _____ - _____ - _____

Expiration Date: _____ Card Code Number _____

Name on Card (Please Print): _____

CardHolder's Signature: _____ Date: _____