

Three Oaks Arabians

Bob Bennett, Jr.
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AGREEMENT TO FURNISH BREEDING RIGHTS

Answer all questions. If incomplete, the contract will be returned.

STALLION NAME: Khiamo Ko++/
(hereinafter referred to as "the stallion")

Stallion Registration #: 658542 (Arabian Horse Association)

This contract made this _____ day of _____, 20____, by and between _____ (Three Oaks Arabians/Bob Bennett, Jr. as Agent) and:

Name: _____
(hereinafter referred to as "breeder")

Address: _____

City/Town: _____ State: _____ Zip: _____

All Phone #'s: _____

Email: _____

Mare Information

Mare's Name: _____

Color/Markings: _____

Breed: _____ Registration #: _____

Sire of Mare: _____ Dam of Mare: _____

Mare's DOB: _____ Dam Sire of Mare: _____

The above stated stallion is standing at stud at Three Oaks Arabians in Swansea, SC, and the parties hereto desire to contract for a 2018 breeding to said Stallion. It is agreed as follows:

1. All communication and payments regarding stallion should be addressed to Bob Bennett, Jr. at the address, phone, or email provided above. Stallion service fee is payable by personal check, money order, cash, or credit card via PayPal. Breeder is responsible for any and all fees incurred if paying via PayPal.
2. Stallion's stud service fee for the breeding year 2018 shall be \$750 plus \$250 booking fee for a total balance of \$1000. The booking fee of \$250 is due at the time of execution of this contract. The balance of \$750 is due once the mare is confirmed in 60 days in foal.
3. For the purposes of this contract, the "breeding season" and "breeding year" shall constitute that period from February 1st to August 31st, 2018.
4. Three Oaks Arabians offers stallion at stud by artificial insemination only. Mare Owner agrees to pay for all fees associated with collection and handling of semen, insemination fees for breedings that occur, and shipping costs and Equitainer security deposit for shipments of cooled semen. A retainer or credit card may be required on file before any shipments are made. All shipped semen collections, shipments, and related costs will be paid directly to the veterinary office or veterinarian collecting and shipping the semen.
5. Mares to be bred to stallion and stabled at Three Oaks Arabians must be accompanied by a negative Coggins Test & proof of current vaccinations. The Mare shall be healthy, in sound condition for breeding, halter broken, and not unruly.
6. The mare owner must provide Three Oaks Arabians with a report from their veterinarian that a uterine culture has been performed on the Mare and that it is clean and Mare is suitable for breeding.
7. Each breeding to the stallion includes a "Live Foal Guarantee" (LFG) defined as "A foal that stands and nurses and would be insurable against mortality seventy-two hours (72 hours) after birth." A mare not bearing a live foal due to failure to conceive or due to abortion or stillbirth may return in season or be rebred during the breeding season of the following year. There will be no additional stud service or booking fee for such mares provided stallion owner is so notified in writing within 7 days of the demise of the foal or of the failure of the mare to settle. Other fees relating to collection, handling, and shipment will still apply as will mare care. A veterinarian's statement attesting to the death of the foal or

- failure of the mare to settle will be required. Further, to return in season or during the next breeding year, a veterinarian's statement attesting to the reproductive health and suitability of the mare, including a uterine culture, will also be required. In no case shall this LFG be applied to require an indefinite number of attempts of stallion to breed a "problem" mare but shall, after attempted rebreeding in 3 breeding seasons after the first breeding attempt (which may include the first breeding season if the mare returns in season during that breeding year) be considered fulfilled in total.
8. If the stallion should die or become unserviceable before completing the obligations herein, stallion owner agrees to refund the stallion service fee and only the stallion service fee of \$750. Neither stallion owner nor Three Oaks Arabians will be responsible or liable for veterinarian costs of any sort in the event of the death of the stallion.
 9. In the event the stallion is sold before completing the obligation described herein, any unfulfilled breeding obligations will be transferred to the new owner of the stallion, wherever the location. Stallion owner may refund all service fees previously paid hereunder and terminate this agreement.
 10. It is mutually agreed that neither Three Oaks Arabians, stallion owner, nor any of its officers, directors, or employees shall be liable for the death of or any disease, accident, or injury occurring to the Mare, and Breeder(s) agrees to hold Three Oaks Arabians & Training Center and its officers, directors, and employees harmless against loss or expense arising out of any such death, disease, accident, or injury. Breeder(s) understands and recognizes that Three Oaks Arabians will not carry any form of insurance on the Mare, including equine mortality or liability insurance and any such insurance is Breeder's responsibility. Breeder(s) agrees that neither Three Oaks Arabians nor any of its officers, directors, agents, or employees shall be liable for any injury which Breeder(s) or Breeder(s) invitees may receive while on Three Oaks Arabians premises and Breeder(s) agrees to hold Three Oaks Arabians and its officers, directors, agents, and employees harmless against loss or expense arising out of any such injury.
 11. This contract shall not be assigned or transferred by either party without the prior written consent of the other party hereto.
 12. This Contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns and shall be construed and governed in accordance with the laws of South Carolina.

13. Jurisdiction and venue for any action arising as a result of this Contract shall be in Swansea, Lexington County, South Carolina.

IN AGREEMENT with all of the foregoing, signed this _____ day of _____, 20____.

Signature of Mare Owner

Stallion Owner or Bob Bennett, Jr. (Agent)

****Please include name, address, and phone number for veterinarian/responsible party who will be receiving shipment and/or inseminating the Mare:**