

2008 Breeding Contract for HollyBrook Braveheart
Teaka Creek Stables

I. This Contract is entered into by Erika Stormer, 1135 Frew Run Rd., Frewsburg, NY, 14738, hereinafter designated as "Stallion Owner," and _____

(Mare Owner, Address, Telephone #) hereinafter designated as "Mare Owner."

II. This Contract is for the 2008 breeding season, which will run from February 1, 2008 through September 1, 2008.

III. This Contract Covers:

The mare _____ AMHA# _____
Sire _____ Dam _____
Date of Birth _____ Color _____

This mare, _____ is being bred to HollyBrook Braveheart, AMHA # 00139915, Semen Transport Permit # 0008736 whose 2008 stud fee is \$1,000.00 (One thousand dollars).

IV. Service Fee Requirements:

- A. A nonrefundable booking deposit of \$250.00 is payable, upon signing of this contract, to Erika Stormer, 1135 Frew Run Rd., Frewsburg, NY 14738.
- B. The \$750.00 balance of the service fee is payable in full, to Erika Stormer before the first shipment of semen is made.
- C. No shipment of cooled semen will take place without payment in full and receipt of this signed contract.
- D. For each and every shipment of cooled semen, Mare Owner agrees to pay appropriate fees directly to Stallion Services, 4009 G.P. Easterly Rd., West Farmington, OH, 44491, (330) 889-2282, hereinafter designated as "Independent Contractor," or "Agent."
- E. Mare owner agrees to pay any veterinarian charges.

V. Conditions for Acceptance of Mare:

- A. A Veterinary certificate and current uterine culture from a recognized lab showing the mare to be in sound breeding condition and free of infection is required.
- B. Mare Owner must comply with any additional terms and conditions of Independent Contractor (Agent) of the Stallion Owner.
- C. Mare must have a certificate of DNA according to the AMHA rules.

VI. All parties agree that semen shipped under this contract is to be used only for inseminating the Mare designated in Part III.

VII. Stallion Owner makes only the following representations to the Mare Owner:
The semen furnished is the semen of the stallion designated in Article III of this contract and the semen provided has been collected by the Independent Contractor (Agent) of the Stallion Owner in a timely manner for forwarding to the Mare Owner.

EXCEPT FOR THE FOREGOING EXPRESS REPRESENTATIONS AND EXCEPT FOR THE LIVE FOAL GUARANTEE SET FORTH IN THE NEXT ARTICLE, ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY EXCLUDED.

