

# STARGATE ARABIANS, LLC

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## BREEDING CONTRACT

### Stallion Service for Mattaffair #622530

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_, by and between, Stargate Arabians, LLC, hereinafter referred to as "Stargate", and  
\_\_\_\_\_, hereinafter referred to as "Customer", of  
Name \_\_\_\_\_

Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Phone# \_\_\_\_\_ Fax # \_\_\_\_\_

WHEREAS, \_\_\_\_\_ is the owner/owner's  
agent/lessee of the mare, \_\_\_\_\_, Registration #  
\_\_\_\_\_ described as follows:

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_  
Breed: \_\_\_\_\_ DOB: \_\_\_\_\_ Color: \_\_\_\_\_

Registered owner of mare at time of breeding, per registration certificate is \_\_\_\_\_  
\_\_\_\_\_. **This booking is valid to the mare named and may not be  
transferred without the consent of Stargate. Please send a copy of the mare's  
registration papers.** Tentative breeding start date: \_\_\_\_\_.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **STUD FEE.** Customer contracts to breed this mare to Mattaffair during the 2008  
breeding season. The Stud Fee shall be \$2500.00 of which \$500.00 is a nonrefundable  
booking fee payable upon execution of this Contract.
  - a. THE BALANCE OF \$ \_\_\_\_\_ shall be paid before semen is shipped  
unless other arrangements have been made with Stargate. Details of such  
arrangement: \_\_\_\_\_  
\_\_\_\_\_.

2. BREEDING METHOD. Customer will breed the mare via transported semen. Customer must also agree to and sign Stargate’s transported semen agreement.
  
3. TRANSFERS/SUBSTITUTIONS. This breeding is not transferable to another person.
  - a. Should the mare described herein die before or after breeding, or becomes unfit for breeding, the owner may substitute another mare, subject to approval of the substitute mare by Stargate.
  - b. If the stallion dies or becomes unfit for breeding, the mare owner will be due a full refund of any fees paid to Stargate.
  
4. LIVE FOAL GUARANTEE. In the event the mare does not conceive or fails to deliver a live foal, the owner has the right to a return breeding for the mare during the following season. “Live foal” means one that stands and nurses without assistance for 24 hours. Death of the foal prior to qualification as a “live foal” must be certified in writing by a licensed veterinarian within one week of death and delivered to Stargate Arabians within ten (10) days of death in order to qualify for the rebreeding rights referred to heretofore. The re-breeding in the circumstance shall be made available at \$500.00 re-breed fee, and all other customary fees will apply. A Rhinopneumonitis series (months 5, 7 & 9 of pregnancy) must be completed for Live Foal Guarantee. Written documentation may be required.
  
5. REBREEDING. Mares not checked in foal in a given year may be rebred in the next consecutive year for a re-handling fee of \$500.00. If no attempt is made to rebreed in the next consecutive year, Stargate may, at its sole discretion, terminate the breeding Contract.
  
6. ACCEPTANCE. This Contract is not effective until approved and executed by Stargate.
  
7. ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEY FEES. This Contract contains the entire understanding that the parties concerning its matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of this Contract. The invalidity or unenforceability of any one provision of this Contract in no way affects the validity or enforceability of the remainder. This Contract shall be construed and governed by the laws of Kentucky. At Stargate’s option, jurisdiction and venue for all disputes concerned with this Contract shall be proper only in Woodford County, Kentucky. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorneys’ fees and costs for such suit.

\_\_\_\_\_  
Customer/Mare Owner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stargate Arabians Representative

\_\_\_\_\_  
Date