

# Breedingcontract

Between the undersigned:

The Stallion Owner

Brigitte Sprave

Hurlerstrasse 47

46459 Rees

Germany

The Mare Owner

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Tel: +..... e-mail.....,

hereinafter referred to as "the mare owner"

The following has been agreed:

1. The mare holder presents the mare (name and reg.number)

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For service by the stallion, **BS Mashallah**, CA and SCID clear, owned by **Brigitte Sprave** at the following conditions.

2. The stud fee has been fixed at **1000 Euro**. The stud fee mentioned have to be paid as follows: at least 50.% non refundable booking fee upon signing of this contract by wirement to the bank account of Brigitte Sprave mentioned on this contract and the balance once the mare checked in foal. A breeding certificate will be issued as soon as full payment has been received.
3. This service contract carries with it a Live Foal Guarantee (LFG) If the mare aborts or the resulting foals fails to stand and nurse within 24 hours and dies the Mare Owner has a right to return until a live foal is produced. A veterinarian certificate stating the reproductive state of the mare or condition of the foal must accompany a request for a return breeding.
4. Because of the LFG this contract entitles the Mare Owner to ONE breeding certificate for ONE foal. Should additional foals be produced from this semen, additional breeding certificates will be provided with a new contract and additional payment of the complete studfee per foal produced.

5. All costs related to interventions of a veterinary surgeon, that usually precede a natural service, as well as all the costs for the semen collection and preparation will be at the account of the mare holder. The fee for collection & preparation for fresh semen is determined at **75 Euro/time**. These fees are payable upon invoice.

6. All costs for the transport of the semen are completely at the account of the mare holder.

7. To guarantee the correct, in time shipping of the fresh, chilled semen. The order needs to happen **before 11.00 AM**.

Ordering contacts: Brigitte Sprave +49 171 2343579

Nathalie Pagan +49 162 6836019

8. In case of mortality, sickness or damage of the stallion, or in any way that he cannot perform the service, the stud fee will be refundable up to 50%. All costs in points 5 & 6 are not refundable.

9. The Stallion Owner, is not responsible for lost, delayed or damaged semen. Semen shipped to the Mare Owner becomes the property and the sole responsibility of the Mare Owner. It is the exclusive responsibility of the Mare Owner to properly handle the semen.

10. This agreement is binding upon the parties hereto governed in accordance with the laws of Germany and venue for any litigation arising there from shall be in the court of Emmerich. The prevailing party shall be entitled to receive reasonable attorney's fees and costs of litigation.

Made in Rees on ..... in 2 copies; each party declares having received a copy.

Signed as correct,

The Stallion Owner

Brigitte Sprave

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The mareholder

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Brigitte Sprave

Hurlerstrasse 47

46459 Rees

Germany

Bank : Volksbank Emmerich Rees

Kontonummer : 500 193 1026

IBAN : DE61 3586 0245 5001 9310 26

BIC : GENODED1EMR