

Guaranteed Good 2009 Breeding Contract

This contract is executed and entered into this ____ day of _____, 2009, by and among the undersigned _____, Agent ("Agent") for Sharon Puccio, ("Stallion Owner") and _____, Mare owner or Lessee ("Mare Owner"). This contract sets forth all rights and responsibilities of the parties for the 2009 breeding season.

1. **Breeding Privileges.** Mare Owner agrees to breed the mare registered as _____, Registration # _____, Breed Association _____, ("Mare"), to the Stallion, **GUARANTEED GOOD**, AQHA Registration #3908440, ("Stallion"), during the 2009 breeding season (commencing 02/15/09 and ending 06/15/09).
2. **Booking Fees and Stallion Service Fees.** Upon signing, Mare Owner agrees to pay a non-refundable booking fee of \$250 USD to reserve a breeding to Stallion for the 2009 breeding season. This booking fee may not be transferred to another mare owner or carried forward to a different breeding season. Mare Owner further agrees to pay the remaining Stallion Service Fee of \$ _____ USD, with discounts applying only as outlined below, prior to the shipment of any semen and/or prior to the delivery of the mare to Sharon Puccio, ("Stallion Owner").
3. **Mare Condition, Registration, Ownership.** Mare Owner warrants that the mare is healthy, in sound breeding condition and is registered with the recognized breed association(s) noted in paragraph 1 above and that Mare Owner is the current owner or lessee of record for the Mare listed in paragraph 1 of this contract. A current copy of the mare's registration papers and/or a fully executed lease agreement from the Mare's breed association indicating the Mare Owner listed above as the current owner of mare must be attached to this Agreement. A negative uterine culture will be required for Maiden and/or barren/open/dry mares.
4. **Waiver of Liability.** Both parties agree to diligently try to settle Mare. If Mare does not settle, Mare Owner will hold Stallion Owner harmless from any loss or damage. Neither Stallion Owner nor breeding farm are liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Neither is Mare Owner liable for any injury, sickness, disease or death of Stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the Mare Owner and Stallion Owner listed in this breeding contract.
5. **Live Foal Guarantee.** Stallion Owner guarantees that a single Live Foal will result from the breeding privilege granted herein. The term "live foal" means that one foal resulting from the breeding stands alone, nurses, and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion at no additional charge, except an annual booking fee, in the 2010 breeding season only. The Live Foal guarantee is void unless the following conditions are met:
 - a. Mare Owner notifies Stallion Owner within forty-eight (48) hours of foaling that the mare did not produce a live foal; and
 - b. Within fourteen (14) days after Mare Owner's notice to Stallion Owner, the Mare Owner certifies to Stallion Owner in writing that the birth was properly attended; and
 - c. Produces a statement from a licensed veterinarian stating details explaining the failure of the mare to produce a live foal. Unless approved by the Stallion Owner in writing, the Live Foal guarantee shall be void and Stallion Owner will be released from liability if Mare is sold by Mare Owner prior to foaling. Contractual privileges can only be extended by Stallion Owner in writing, prior to the sale of Mare.
6. **Certificate and Substitutions.** Stallion Owner will issue a breeding certificate upon notification of birth of foal. All charges must be paid in full prior to issuance. Mare Owner shall not sell, gift, donate, or assign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner except as discussed in 15b. Attempts to assign or substitute without prior consent of Stallion Owner will terminate this Agreement and release Stallion Owner from the obligations outlined herein. A breeding certificate shall be issued only for the Mare bound by this Agreement.
7. **Multiple Foals.** Should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Service Fee within ninety (90) days of the last breeding in order to receive a breeding certificate for the additional foal.
8. **Warranty.** No warranties whatsoever, express or implied, shall accompany a breeding transferred by this agreement. No guarantee of delivery of shipped semen within a certain time period or guarantee that shipped semen will safely reach the insemination point or will be thawed without some loss of integrity, quality or characteristics will be given.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the Mare Owner and Stallion Owner.
10. **Amendment.** This Agreement may only be amended in writing and any amendments to this Agreement must be signed by both parties.
11. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and will inure to the benefit of the heirs, personal representatives, successors, and permitted assignments of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of the State of Kentucky. All objections as to venue are waived. The prevailing party shall be entitled to all legal fees, costs, and expenses should a dispute arise between the parties.
12. **Proper Parties.** The parties signing below represent that they are fully authorized to execute this Agreement.
13. **Death or Sale of Stallion.** If Stallion dies, is sold, or becomes incapable of servicing mares for any reason and Mare has not been bred, this Agreement will become null and void and the Stallion Service Fee less any fees incurred to that date and less the non-refundable booking fee, may be refunded and the parties to this Agreement will be released from any further liability. Stallion Owner may choose to fulfill this breeding obligation through the use of frozen semen, at Stallion Owners sole discretion. In the event that frozen semen is made available, additional fees which may be incurred are the responsibility of the Mare Owner.
14. **Death of Mare.** If Mare dies or becomes unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute Mare, owned by or leased to Mare Owner, to the Stallion. No transfers to Mare Owners not listed in this Agreement shall be honored. No refunds shall be given.
15. **Miscellaneous Provisions.**
 - a. The Mare will not be bred to the Stallion until a fully signed copy of this Agreement is received and approved by Stallion Owner or Agent.
 - b. Mares that fail to settle within the 2009 breeding season shall be carried over to the 2010 season, with no additional fees except a non-refundable annual booking fee, only if Mare Owner has attempted to breed mare for at least three cycles or if less than three, as many cycles as were available to breed after the mare foaled and prior to the end of the season. If Mare is to be carried over, Mare Owner agrees to pay for all 2009 expenses in full by July 31, 2009. Mare Owner further agrees to pay the 2010 booking fee at that time and is responsible to notify Stallion Owner or Agent no later than two weeks after it is determined that mare is open.
 - c. Stallion Owner, at his/her sole discretion, may require Mare be bred at the breeding farm if mare has failed to settle after three

breeding cycles.

APPROVED THIS ____ DAY OF _____, 200_.

Stallion Owner or Agent
Date

Date

Mare Owner/Recorded Lessee/Agent

Sharon Puccio
Route One, Box 554
Farmington, WV 26571

www.guaranteedgood.com
justintime554@aol.com
(304) 825-6790

Guaranteed Good 2009 Breeding Contract

Fees For This Contract
Contract

Stallion Service Fee _____

2008 Booking Fee _____
type _____

Total Breeding Fee _____

Discounts For This

Less Discount

Please list discount

Mare Owner/ Lessee/ Agent Contact Information

Mare Name: _____ Registration
_____ AQHA/APHA/other

Mare Owner or Lessee: _____ Association Membership ID #

Mare Status: please check one _____ In Foal/foal at side _____ Maiden (never bred) _____ Open
(bred last year)

Billing Party

Billing
Address _____

City _____ State _____ Zip _____

Daytime phone _____ E-mail _____

Cell phone _____ Fax _____ Evening phone _____

Shipped Semen

Address for Delivery of Shipped Semen:

Name: _____
_____ Yes _____ No

Is this a residential address?

Address: _____

Approximate date of first shipment

City: _____
_____ Yes _____ No

Deliver without a signature?

State: _____ Zip: _____
preference _____

Airport

Please include a copy of Mare's current registration papers with this information form.

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