



Breeding Agreement:

This Agreement is made and entered into on this _____ day of

_____20_____, by and between

Moonlight Equestrian (hereinafter referred to as Moonlight Sport Horses or "MLSH")

And _____

Located at _____

(hereinafter referred to as "Owner")

In this agreement Owner represents and warrants that he, either individually or together with others for whom Owner is acting as an authorized agent, owns one hundred per cent (100%) of all right, title and interest to Mare, and/or has full authority to enter into this Agreement and to bind himself, his principals and/or his partners. Owner represents and warrants there are no prior liens or encumbrances on Mare. Owner shall be liable for all obligations under this Agreement on behalf of himself and his disclosed and undisclosed principals and/or agents, and guaranties all payment obligations...

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16722 Monte Alto Pl.

Pacific Palisades, CA 90272

breeding@MLsporthorses.com



RECITALS.

MLSH owns several breeding stallions and offers breeding opportunities to mares owned by others.

Owner owns the mare, describe herein, and desires to breed said mare to MLPS's stallion upon the terms, conditions, and covenants herein.

THEREFORE, THE PARTIES AGREE AS FOLLOW:

1.- RECITALS.

The above Recitals are made a part of this Agreement.

2.-MARE.

Owner certifies that they have the legal right to enter into this agreement to breed the following described mare (hereinafter "Mare") to MSLH's Stallion.

Please attach a copy of Registration Paper, "Owner" must be the Register Owner. If mare is being leased by Owner, a lease agreement signed by both, Owner and Mare, Owner must accompany this Breeding Agreement.

Name:

Breed:

Date of Birth:

Registration No:

Sire:

Microship:

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3.- MARE OWNER'S DUTIES AND WARRANTIES.

3.1 OWNER ACKNOWLEDGE AND AGREES AS FOLLOW.

- a.- MLSH sole responsibility under this Agreement is to provide semen of the chosen Stallion.
- b.- The Semen provided under this Agreement, (frozen, cooled or otherwise), shall ONLY be used to inseminate the Mare identify herein, and for no other purpose whatsoever. Owner agrees that he should not, directly or indirectly sell, store or use the semen provided herein to inseminate any other Mare.
Owner agree that his limitation is requited by MLSH to maintain the quality of the foals bred by the Stallion.
- c.- The "Breeding Season" is defined commencing March 1st and concluding September 1st of each calendar year.
- d.- Except as provided herein, MLSH makes no guarantee or warranty of a live foal resulting from breeding Mare with Stallion.
- e.- The breeding fees covers only one (1) live foal.
- f.- Owner agrees at their expense to return any used and unused straws containing Stallion's semen within (3) days after the foal's birth by the Mare.
- g.- Owner shall not use, obtain or retain any unused Stallion semen for any purpose whatsoever.
- h.- Owner shall not cause any embryos from Mare without MLSH's prior written consent.

3.2 OWNER FURTHER REPRESENTS THAT AT THE TIME THE SEMEN SHALL BE SHIPPED, THE MARE WILL.

- a.- Have been certified by a Veterinarian to be healthy, ready to breed and physically capable of carrying a foal to birth;
- b.- The Mare is current on all her immunizations, including but not restricted to Equine Rhinopneumonitis;

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c.- Within 45 to 70 days after insemination, Owner at their expense, shall have a licensed veterinarian perform a pregnancy examination of the Mare and promptly deliver the result in written thereof to MLSH;

d.- Within 90 days of the birth of the foal, Owner shall register the foal in the appropriate breed registry and deliver a copy of the registration to MLSH.

e.- Owner acknowledges that not all breed registries recognize the use of frozen semen and embryo transfer and it is the sole responsibility of Owner to ascertain whether such procedure are recognized and allowed by the registry the Owner desires.

f.- Owner acknowledge that stallions are not recognize in all breed registries and it is the sole responsibility of Owner to ascertain whether the foal will be recognize and allowed by the registry the Owner desires.

4.- STALLIONS.

Collection will be done at Humphrey, Giacopuzzi & Associates Equine Hospital (hereinafter referred to as "hgae")

MLSH will charge a deposit for the frozen container, with will be returned upon return of the semen container to Hgae, 4774 Donlon Road Somis, California 90366.

MLSH will not ship semen until we have received the container deposit and payment for the first shipment's handling fee/tank rental.

Stallion and Semen are located at HGAE, 4774 Donlon Road, Somis, California 90366.

<http://www.hgae.com/reproductive-center>

MLSH ships the frozen semen along with detailed thawing and insemination instructions to mare owner/ veterinarian.

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<u>STALLION</u>	<u>STUD FEE</u>	<u>DOSES</u>
1 Irish Whiskey Z (KWPN) , 2013 Darco x Voltaire Approved: Westfalen, Zangersheide	\$1100 per breeding dose, frozen only	
2 CC Stud's Key to Success (SWB),2015 Diabeau x ChinChin Approved: AES	\$1200 per breeding dose, frozen only	
3 Jonsaunier Dwerse Hagen (BWB),2009 Vertigo Sb x Codex Approved: AES Pre Approved BWP, Oldenburg	\$1500 per breeding dose, frozen only	
4 Spartacus from Second Life Z (Z),2013 Stakkato. x Cassini I Approved: Z	\$1200 per breeding dose, frozen only	



5.- BREEDING.

Unless otherwise agreed to in writing between the parties, all breeding is through artificial insemination.

6.- STUD FEES.

The total Stud Fee for the Stallion selected is \$ _____

Deposit is 300\$ per doses upon signing this Agreement.

Stud Fee is payable in full before the semen will be shipped to Owner.

The following terms apply to all fees paid herein:

a.- All payments will be made by wire transfer, personal or cashier's check in US Dollars. All funds must be cleared prior to semen Shipment.

b.- All collection and shipping costs for the semen shall be paid by owner including but not limited to the deposit, rental and return of the shipping container;

c.- All fees must be paid and the signed Agreement, along with a copy of the Mare's papers delivered to MLPS before any semens should be provided.

d.-MLSH provides no product exchange or money back guarantee. Once payment has cleared the order is placed and cannot be refunded or exchanged.

e.- The Stud Fee set forth in section 4 are subject to change at the discretion of MLSH.

6.1 EMBRYO TRANSFER.

Owner shall not transfer from the Mare any embryos resulting from Stallion's semen and implant them in a different mare unless MLPS and the Owner agree in writing to a embryo transfer.

If MLSH agree to an embryo transfer the Owner should agree in writing to pay the Stud Fee set forth herein. _____

a.- If multiple embryo are produced by a single mare in a single embryo flush, an additional Stud Fee will be charged to the Mare Owner. _____

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The fee will be 3/4 the amount of the original Stud Fee for each additional recipient mare checked in foal at 45 days by a licensed veterinarian.

b.- If MLSH and Owner consent to an embryo transfer the Live foal Guarantee set forth in Section 8 shall apply to the mare with the embryo is transferred.

c.- This apply to a single embryo flush.

d.- If mare Owner decides to do an additional breeding to the Mare, an additional StudFee will be paid to MLSH for each additional confirmed 45 day pregnancy in either the Mare or the Recipient mare.

e.- Owner further warrants that any unused semen shall be returned to MLSH at Owner's expense.

g.- The mare owner must provide an overview of the number of flushes and the number of implanted embryos per mare on 1 October. This overview may also be used as a non-gestation statement if no successful transplantation occurred.

h.- Any attempted fraud shall be punishable by an unconditional fine of 5000\$ per incident, regardless of the stud fee payable.

7. COLLECTION, HANDLING AND SHIPPING.

MLSH shall ship cooled or frozen semen to Owner's designated veterinarian. Owner is responsible for the cost of the shipment. Owner is solely responsible to make all the arrangements for shipment of semen to Owner's veterinarian directly. MLSH shall have no liability of any nature or kind for any delays, failures or damage in shipment.

Owner acknowledge that frozen semen collection and shipping costs are normally higher then cooled semen. Owner acknowledge that a seven (7) day notice is required for all frozen semen collection and shipping charges.

Owner and their veterinarian are responsible for following the specific instructions provided by MLSH veterinarian in regard to proper handling, storage, thawing and use of cooled and frozen semen.

Buyer's representative (receiving breeding station and/or Veterinarian) will have 24 hours to report any discrepancy in the order. Be sure that Owner's representative properly checks in the shipment at time of delivery. Any complaints after 24 hours will not be honored.

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8.-FOAL GUARANTEE.

8.1 DEFINITION.

a.- "Birth" is defined as the time the foal has completely left the body of the Mare and the umbilical cord had been broken and;

b.- The "live foal" shall mean in a viable foal that stood, nurse and survives for the first 24 hours after birth.

8.2 FROZEN SEMEN.

a. There is no Live Foal Guarantee for frozen semen;

b. All used and unused frozen semen straws are to be returned to MLSH after the Mare is checked in foal;

c. If multiple embryos are recovered during an embryo flush and not implanted in to a recipient mare at the time of flushing but are instead either vitrified or frozen for later use, when the resulting embryos are then thawed, implanted and produce a live foal, an additional Stud Fee shall be paid to MLSH when the foal is born.

11. VETERINARIAN.

Owner reserves the right to change veterinarians and shall provide MLSH immediate written notice thereof.

Owner authorize owner's veterinarian to release any records pertaining to Mare that in any way concern Breeding Agreement with MLSH

12. WAVER OF CLAIMS AND INDEMNITY.

Owner waives any and all claims against MLSH and it's owners, agents, veterinarians, assigns, contractors, and employees, for any and all injury of Owner, its business, agents, employees, and Owner, for losses of any kind, including, but not limited to, loss to business, damage to property, injury, illness, or death to Mare: injury, illness, or death to any other horse of the Owner; injury, illness or death to Owner, it agents,

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employees, invitees, or any other person, for any cause whatsoever. Owner shall indemnify, defend, and hold harmless MLSH and its owner, agents, veterinarians, employees, and assign from and against any and all liabilities, claims, damages, costs, judgement costs, suits, including all attorney fees arising out of this Agreement, including, but not limited to, gains for bodily injury, death, or property damages.

13. MISCELLANEOUS PROVISIONS.

a.- This is the entire agreement between the parties. Owner shall not assign, in whole or in part, any part of the Agreement without the written consent of MLSH.

b.- This Agreement may only be amended in writing, signed by Owner and MLSH.

c.- This Agreement should be signed in Counterparts.

d.- This Agreement shall not be construed for or against the drafter of this Agreement.

e.- This Agreement has been negotiated and entered into in the State of California, and shall be governed by, construed and enforced in accordance with the internal laws of the State of California, applied to contracts made in California by California domiciliaries to be wholly performed in California.

f.- If any portion, provision or part of this Agreement is held, determined or adjudicated to be invalid, unenforceable, or void for any reason whatsoever, each such portion, provision, or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of such remaining portions, provisions or parts.

g.- Whenever the singular number is used herein and when required by the context, the same shall include the plural, and the masculine, feminine and neuter genders shall each include the others, and the word "persons" shall include corporation, firm, Corporation, joint venture, trust or estate

h.- The parties hereto and each of them, further represent and declare that they have carefully read this agreement and know the contents thereof and that they sign the same freely and voluntarily.

i.- In the event any action or proceeding is commenced between the parties hereto with respect to this Agreement, the prevailing party shall be entitled to all fees, costs and expenses incurred by it in connection with such action or proceeding, including reasonable attorneys' fees.

j.- MLSH provides information about its services on its internet "Website" at www.MLSporthorses.com. MLSH bears no liability for any information displayed on the Website that is or may become incorrect, out of date or inconsistent with any term of this Agreement. Purchaser acknowledges and agrees that,

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notwithstanding any information to the contrary displayed on the Website, the parties' rights and obligations with respect to all matters contemplated by this Agreement shall be absolutely governed by the terms stated herein.

k.- MLSH is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's semen. ALL WARRANTIES FOR MERCHANTABILITY AND FITNESS FOR PURPOSE ARE HEREBY EXCLUDED.

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MOONLIGHT EQUESTRIAN. Inc

Dated

by

Carole Lessine

Owner of **Moonlight Equestrian and Moonlight Sport Horses**

16722 Monte Alto Pl.

Pacific Palisades, CA 90272

www.MLsporthorses.com

breeding@MLsporthorses.com

Moonlight Performance Sires

OWNER

Dated

by

Name

Address

City, State, Zip

Telephone

Email

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OWNER DESIGNATED VETERINARIAN

Name

Name

Address

City, State, Zip

Telephone

Email

ADDRESS OF FEDEX STATION FOR SATURDAY DELIVERY OR HOLD FOR PICK UP

Address:

City: State: Zip:

Preferred airport for same day shipping if needed:

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