

True Appaloosas, LLC
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**WARLORD'S LIGHTNIN'
CONTRACT FOR 2005 BREEDING SEASON FOR TRANSPORTED SEMEN**

Print, complete and sign this contract. Please use a separate contract for each mare. Return to True Appaloosas at the above address with a \$325 booking deposit. Thank you!

This agreement is made between the mare owner: _____

Address _____

City _____ State _____ zip _____ phone _____

and True Appaloosas, LLC, a New Jersey Limited Liability Corporation. The mare owner agrees that he/she is registered owner of the mare: Name _____

ApHC Reg. # _____, Sire _____

Dam _____ .

1. The Mare Owner and True Appaloosas, LLC agree to breed the above named mare to **WARLORD'S LIGHTNIN'** for a breeding fee of \$650 during the 2005 breeding season. A non-refundable booking deposit of \$325 is payable on execution of this breeding contract. This deposit is applied toward the breeding fee. The remaining balance of the breeding fee is payable prior to the shipment of semen.
2. The **shipping cost** for the semen is to be paid by the Mare Owner. Depending on the Mare Owner's shipping needs, the shipment will either be shipped **FedEx Overnight** or by **same day air** and will be charged to the mare owner. An additional fee will be charged for airport delivery, if such delivery is required by the Mare Owner.
3. True Appaloosas will use a **permanent shipping container** (Equitainer) to ship the semen. There is a one-time, refundable container fee which the Mare Owner will pay to True Appaloosas in a separate check at the time the breeding fee is paid. The Equitainer must be FedEx shipped back to True Appaloosas 5 days after receipt. The Mare Owner will pay a late charge of \$50 per day deducted from the container fee for each day that the the container is returned late. The container fee will be returned to the Mare Owner after True Appaloosas has been advised that the mare is in foal.
4. The Mare Owner shall contact True Appaloosas no less than 3 weeks before the Approximate insemination date and notify True Appaloosas of the **name, address, and phone number** of the veterinarian who will perform the insemination of the mare. True Appaloosas agrees to ship the cooled semen to this licensed veterinarian. After receiving the above information from the Mare Owner, True Appaloosas will calculate the balance of the breeding fee, the shipping costs, and the container fee and present those costs to the Mare Owner in a bill. No semen will be shipped to the Mare Owner unless this pre-shipment bill has been paid.

5. True Appaloosas agrees to ship semen that will be viable for a minimum of 36 hours after leaving True Appaloosas' possession. In the event that **the semen does not meet insemination criteria**, a licensed veterinarian must issue a written certificate documenting that the semen shipment was not suitable for use, that proper and accepted handling procedures were used during inspection. When True Appaloosas receives notification from the veterinarian that such certificate will be forthcoming, a replacement shipment will be shipped to the Mare Owner at no additional cost, unless the certificate not promptly received from the veterinarian. If the written certificate is not received from the veterinarian in a reasonable period of time then the Mare Owner will pay True Appaloosas an amount equal to the initial bill described in paragraph 4. That amount will be held by True Appaloosas and returned to the Mare Owner in full without interest when the certificate has finally been received from the licensed veterinarian.

- 6 Should the mare not settle from the first shipment's inseminations, additional semen shipments will be provided by True Appaloosas to the Mare Owner at no additional charges except for shipping charges.

- 7 Should the mare not settle during the 2005 breeding season, should the mare abort or Not have a live foal (stands, nurses), the Mare Owner will be entitled to one free re-breeding during the following year for the same mare. The above will apply only if True Appaloosas is notified of the death of the foal or aborting within three days by phone or email or one week in writing and a signed statement from the veterinarian is Received in a reasonable period of time, stating the loss of the pregnancy.

- 8 Should **Warlord's Lightnin'** die, become unfit, or be otherwise unavailable for semen collection then **all fees, deposits, and related costs will be returned in full at once** to the Mare Owner.

- 9 The Mare must receive Rhino vaccination at 5, 7, and 9 months of pregnancy.

- 10 True Appaloosas agrees to ship semen form March 1 until July 1 unless otherwise agreed on by both parties.

- 11 If a dispute arises then the courts in the county of Morris, in the State of New Jersey will have jurisdiction.

True Appaloosas, LLC

Mare Owner

Date_____

Date_____

Should **Warlord's Lightnin'** become sick, die or otherwise be unavailable for semen collection **all fees, deposits and related costs paid by the Mare Owner will be returned in full to the Mare Owner.**