

Pascal and/or Michele Nabet
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2023 TRANSPORTED COOLED SEMEN BREEDING CONTRACT

This Breeding Contract is made on this _____ day of _____, 20____, by and between Pascal and/or Michele Nabet, 1432 Nixonton Road, Elizabeth City, NC 27909 (referred to herein as "Breeder") and _____, whose address appears below (referred to herein as "Mare Owner"). Breeder is the agent for the Stallion, DIAL MY HOTLINE, AQHA #5762217, (referred to herein as "Stallion"), and Mare Owner wishes to obtain one breeding to Stallion for the mare _____, AQHA Registration# _____, (referred to herein as "Mare") for the 2023 breeding season. In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

BREEDING/BOOKING FEES: The Breeding Fee for the Stallion, DIAL MY HOTLINE, is \$1200.00. Upon the signing of this contract, the entire breeding fee can be paid in full or a \$250.00 non-refundable Booking Fee is due and payable to Michele Nabet upon the signing of this contract, which will protect the fee for the Breeding Season. If mare owner decides to pay the booking fee only at the signing of the contract, the balance must be paid in full before shipment of any semen shall be made. Signatures on this Breeding Contract are to guide and protect Stallion Owner, Mare Owner or Lessee and Stallion Manager, Michele Nabet, as to responsibilities between Pascal and/or Michele Nabet and signed Mare Owner or Lessee.

SHIPPING FEES: For Cooled Semen, the Shipment Fee is \$350.00 Per Shipment which will include collection fee, container rental fee and FED EX Priority Overnight. If FED EX First Overnight is needed additional charges may apply. Semen will be shipped from March 1, 2023 until August 1, 2023. Each shipment will contain enough semen to inseminate one mare. One dose will be shipped. Extra doses may be sent but are not guaranteed. Once the shipment of Semen leaves Equine Reproductive Concepts, there are NO GUARANTEES to Mare Owners for lost or delayed shipments arriving at the destination of request within the scheduled time, under any circumstances. Shipping containers must be returned by next day shipping company (FED EX) immediately after use. Same day shipments are available via Dulles International Airport (IAD). Equine Reproductive Concepts cannot guarantee flight availability. ADDITIONAL FEES SHALL APPLY FOR AIRPORT COUNTER TO COUNTER SERVICES AND SHIPMENTS OUTSIDE THE CONTINENTAL U.S.

BREEDING SEASON: The Breeding Season as used in this Breeding Contract shall begin no earlier than March 1st of the current breeding year and no later than August 1st of the current breeding year.

MARE BREEDING CONDITION: Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.

MARE OWNER RESPONSIBILITY: The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. If Mare fails to conceive from first shipment, Mare Owner is required to have Mare cultured by veterinarian and infused, if necessary. Results from culture and sensitivity test must be faxed to Equine Reproductive Concepts. The Breeder, in its sole discretion, may refuse to ship semen beyond three (3) shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.

LIVE FOAL GUARANTEE: Mare Owner is guaranteed one live foal for Mare once she has been certified by Breeder to have settled. A "live foal" shall be defined as a foal that stands, nurses and lives for 24 hours. If Mare should be open at end of stated breeding season, die before foaling, absorb or miscarry her foal or if the foal is stillborn or unable to stand and nurse, Mare Owner shall be entitled to rebreed or substitute a Mare to Stallion upon payment of an additional \$400.00 rebreed fee the following breeding season, provided, however, that within one week of Mare miscarrying or producing a nonviable foal, Mare Owner provide Breeder written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

MULTIPLE FOALS: The payments provided in paragraph 2 are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional Breeding Fee within 60 days of confirmed foal for each additional embryo or resulting foal. No breeding certificate for any foal shall be issued without such additional payment.

SUBSTITUTION: If the Stallion dies or becomes unfit for service prior to settling the Mare, then this Agreement shall terminate and the Breeding Fee (not including the Booking Fee and any other expenses incurred by Pascal and/or Michele Nabet to date) shall be refunded to the MARE OWNER ONLY if frozen semen is not available. Additional charges may apply for shipment of frozen semen. If the Mare dies before being settled, another mare may be substituted. Contact the Stallion Owner for substitution requests.

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS: MARE OWNER HEREBY SPECIFICALLY AGREES THAT BREEDER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL.

MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

LIQUIDATED DAMAGES: As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$1500.00.

REGISTRATION PAPERS: Mare Owner shall provide Breeder a copy of Mare's registration papers (front only) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

BREEDER'S CERTIFICATE: A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and upon notification to Pascal and/or Michele Nabet on the birth of the foal. Mare owner shall contact Stallion Owner no later than August 1st of the foaling year of a live foal. Any late fees or cost for failure to notify Stallion Owner of Live foal or additional breed registrations will be the responsibility of the MARE OWNER.

VENUE AND JURISDICTION: All disputes related to this Breeding Contract shall be governed by the laws of the State of North Carolina. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Pasquotank County in the state of North Carolina.

ADDITIONAL PROVISIONS: This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties.

Payments made by credit card will be assessed a 3% bank fee.

This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral.

Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties.

The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties after expunging the invalid provision.

DISCLAIMER: Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this Breeding Contract. Breeder shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by Mare Owner.

BINDING EFFECT: This Agreement shall become binding when: a) Mare Owner has paid the Booking Fee and sent to Stallion Owner a signed copy of this Agreement together with a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare); and b) Stallion Owner accepts and so notifies Mare Owner.

STALLION OWNER:

MARE OWNER / LESSEE:

Pascal and/or Michele Nabet

Printed Name

Signature

Signature

Date

Date