

Setting Sun Stables, LLC

Trainer: Joe Reser

Breeding Manager: Amber Wesolowski

64399 CR 3, Wakarusa, IN 46573

Barn – (574) 862-2231 Cell – (317) 504-0579

amber@settingsun-stables.com

Breeding Contract

11-1-08

1) **Parties:** This agreement is made this _____ day of _____, 20____, by and between Setting Sun Stables, LLC. and

Client Name & Address

Ranch Name & Address (if different)

Country/ City / State / Zip

Residence Phone / Business Phone / Cell Phone

2) **Horse:** This contract relates to the mare described below

Registration # _____ Name of Mare: _____

Sire: _____ Dam: _____

Date Foaled: _____ Color: _____ Breed: _____

3) **Ownership:** Client (Mark One)

() has full title & registration () leases () manages or () has purchased the Horse on installment contract with final payment due _____, 20____ and full title and registration are currently held by:

Name

Address / City / State / Zip

4) **Breeding:** Client contracts to breed this mare to _____, reg # _____ during the 20____ breeding season which terminates August 15, 20____. The Stallion will stand at Setting Sun Stables, LLC. The stud fee is \$ _____, this includes a non-refundable booking fee of \$500.00 is due and payable upon execution of this Contract. The balance of the stud fee shall be paid prior to the first shipment of semen.

5) **Live Foal Guarantee:** Setting Sun Stables, LLC guarantees a return breeding the following season should a Live Foal (defined as a foal who stands and nurses without assistance) not result from the breeding. Death of a foal before qualification as a Live Foal must be certified in writing by a veterinarian and received by Setting Sun Stables, LLC. within ten (10) days of the foaling date in order to qualify for the re-breeding rights. A Rhinopneumontis vaccination series must be given at 5, 7 and 9 months of pregnancy for the Live Foal guarantee to apply. Written documentation may be required in the event of an aborted or dead foal. The re-breeding in this circumstance shall be made available at no additional stud fee, but all other customary fees will apply.

6) Stallion Guarantee and Transfers: This breeding is not transferable to another person. Should the mare described herein die before or after breeding or becomes unfit for breeding the owner may substitute another mare, subject to approval by Setting Sun Stables, LLC. Should said Stallion be unavailable for medical reasons including infertility, as substantiated by a veterinarian or by death, the Client shall have the option of breeding to another Stallion if one is available however, the Client will not be due a refund of any fees paid.

7) Limitation of Liability and Indemnification: Regardless of any negligence on its or their part, Setting Sun Stables, LLC and their subsidiaries, affiliates, breeding manager, agents, servants, and employees shall not be held liable for any sickness, disease, estray, theft, death or injury suffered, nor for any other loss, damages or injury arising out of or connected with breeding, or other services pursuant to the Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility. ALL implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee by law. In no event shall Client's remedy exceed the amount of the fee complained of. Setting Sun Stables, LLC. shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while on Setting Sun Stables, LLC. premises where horse is standing. Client agrees to indemnify and hold Setting Sun Stables, LLC. where the Stallion is standing harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the Horse, and from any claim by a buyer of the Horse, and Client agrees to pay all expenses and attorney's fees incurred by Setting Sun Stables, LLC. where the Stallion is standing in defending any such claim.

8) Nonassignability: Client may not assign any rights or delegate any duties under the contract without written consent of Setting Sun Stables, LLC.

9) Re-Breeding: Mares not checked in foal in a given year may be re-bred in the next consecutive year. If no attempt is made to re-breed the mare in the following consecutive year, Setting Sun Stables, LLC. may, at their sole discretion, terminate the Breeding Contract or require substitution of the mare.

10) Entire Agreement, Construction, Jurisdiction and Attorney's Fees: This Contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. Headings are for convenience only and not part of this Contract. The invalidity or unenforceability of any terms or provisions shall not affect the validity or the unenforceability of the remainder. This Contract shall be construed and governed by the laws of Indiana. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in St. Joseph County, IN. If a lawsuit is filed with respect to this Contract the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

Client has read, understands and agrees to all items and conditions of this agreement.

Client: _____ Date: _____

By: _____ Date: _____
For Setting Sun Stables, LLC

We accept Visa / MasterCard / Discover

THIS AGREEMENT is made this _____ day of _____, 20____.
By and between Setting Sun Stables, LLC. and

Client Name

Whereas, the Registered Arabian Stallion _____, Reg # _____
is standing at Setting Sun Stables, LLC. for the 20____ breeding season and the Client is owner or lessee of the
following ("Mare"):

Name of Mare / Registration #

Sire of Mare / Dam of Mare

Whereas, Client has purchased a 20____ breeding for the Mare to _____
desires to have live-cooled semen shipped to Client using the Equitainer method to satisfy said breeding right.
NOW, THEREFORE, THE PARTIES HEREBY AGREE that Setting Sun Stables LLC. will have the semen
shipped from _____ (stallion) to Client for the Mare on the following
terms and conditions:

- 1) Stallion booking fee must be paid in full prior to first semen shipment.
- 2) \$350.00 handling fee per shipment; plus shipment charges, must be paid to Setting Sun Stables, LLC.
- 3) The Client shall notify Setting Sun Stables, LLC. of the impending need for semen by telephone or fax on the 1st day of the Mare's heat cycle.
- 4) THE CLIENT SHALL NOTIFY SETTING SUN STABLES, LLC. WITH A MINIMUM OF 24 HOURS NOTICE PRIOR TO SHIPMENT OF SEMEN. ORDERS MUST BE PLACED BY 10:00 a.m. INDIANA TIME ONE DAY BEFORE SHIPMENT.
- 5) ROUTINE COLLECTION OF THE STALLION IS SCHEDULED FOR MONDAY, WEDNESDAY, AND FRIDAY OF EACH WEEK WHICH SCHEDULES SEMEN DELIVERY FOR TUESDAY, THURSDAY, AND SATURDAY
- 6) Priority of semen transport will be given to those who book earliest and who give 24 hours advance notice (before 10:00 a.m. Indiana time one day before semen is schedule to be shipped).

Client has read, understands and agrees to all of the terms and conditions of this agreement.

Client: _____ Date: _____

We need the following:

1) Approximate date of semen shipment request _____

2) Your telephone number(s) _____

3) Your fax number _____

4) Your Veterinarian's Name _____

Address _____

Phone Number(s) _____

5) Copy of the mare's registration certificate.

6) Payment of the balance of stud fee prior to the first semen shipment. Check to be made payable to Setting Sun Stables, LLC.

7) A \$350.00 handling fee, plus shipping fee is charged every time semen is shipped.

8) Mare owners must notify Setting Sun Stables, LLC. when their mare come into the heat cycle in which they intend to breed.

9) A minimum of 24 hours notice is needed prior to shipment of semen, and orders must be placed by 10:00 a.m. Indiana time.

Mare owner has read and accepts all of the terms of this Agreement, this _____ day of _____, 20_____.

Mare owner signature _____

Type of Credit Card: _____

Credit Card #: _____ Expiration Date: _____

Print Name: _____

Mare Owner: _____

Address: _____

Phone: _____ Email: _____

Fax: _____

Mare Name: _____

Registration #: _____

Stallion being bred to: _____

Shipping Address: _____

