

**SMOKY MOUNTAIN PARK ARABIANS LLC**

1558 Muddy Creek Road  
Lenoir City, TN 37772

**Baskghazi**

**1. BREEDING FEE SMOKY MOUNTAIN PARK ARABIANS BREEDING CONTRACT**

The undersigned, Owner ("Mare Owner") of the Mare (Name) \_\_\_\_\_ Registration # \_\_\_\_\_ and Breed \_\_\_\_\_ hereby agrees to breed to Arabian Stallion Baskghazi AHRA 0610395 standing at Smoky Mountain Park Arabians (hereafter SMP) or its custodian, and to pay a yearly handling fee of \$250 and a breeding fee of \$5,000 for purebreds or \$5,000 for half-Arabians covering the 2018 breeding season which are due and payable prior to the semen shipment and breeding of this Mare. (NAME OF THE MARE, REGISTRATION # AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT.)

The Mare Owner and SMP agree to be bound by all terms and conditions contained in this agreement.

**2. OTHER SERVICES AND EXPENSES**

2.1. FOR MARE CARE AT SMP: It is understood that in addition to the above stated fee, the Mare Owner shall pay board expenses at the rate of \$10 per day for an open mare and \$14 per day for a mare with foal, plus veterinarian's services and expenses and all other services and expenses including drugs, medications, and supplies required, farrier services and expenses and all other services and expenses reasonable and necessary to insure the wellbeing of the Mare. SMP or its custodian shall render monthly detailed statements of all such charges and payments therefore which shall be made promptly and within the terms set forth in section 9 and must be paid in full before the departure of the mare.

2.2 FOR TRANSPORTED (COOLED) SEMEN: Prior to the transportation of a stallion's semen, all fees in connection with collection and shipping must be paid in full for next day delivery (Federal Express). Purchaser shall pay additional charges for Saturday delivery, in addition to the charges set forth above. All fees, deposits, and late charges must be paid in full prior to each shipment.

**3. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED AT SMP**

Prior to time of arrival of the mare, SMP or its custodian shall be furnished with a copy of the mare's registration papers and a veterinarian's certificate certifying: 1) that the mare has been examined prior to her shipment date and is in good health and condition to be bred, 2) that the mare has received a current negative Coggins test, 3) that the mare has been inoculated against EW tetanus infection within the past 6 months, 4) that the mare has had Flu-Vac within the past 6 months, 5) that the mare has had Rhino within the past 6 months, and 6) that the mare has a negative uterine culture within the last 90 days.

SMP or its custodian reserve the right to refuse acceptance of the mare under this agreement in the event of a major medical problem arising or developing with the stallion or mare which, in the opinion of SMP or its custodian, would preclude the breeding of said mare. Upon notification of the foregoing, SMP and the Mare Owner shall be relieved of any further obligation or liability hereunder, except (1) the

Mare Owner's obligation to remove the mare from SMP or its custodian, at the Mare Owner's expense, at which time all outstanding amounts due by Mare Owner and Mare Owner's obligations under this agreement shall be due and payable, and (2) SMP's obligation to honor the Mare Owner's right to exercise use of a substitute mare to complete the breeding under this agreement, under the terms and conditions provided herein.

#### **4. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN**

Prior to the semen shipment to the Mare Owner, SMP or its custodian shall be furnished with a copy of the mare's registration papers. The mare must also have a negative uterine culture (90 days) prior to semen shipment.

#### **5. TRANSPORTED SEMEN AGREEMENT**

5.1 COLLECTION SCHEDULE: Collection of semen for shipment will occur at 11:00 AM Eastern Time on Mondays, Wednesdays, and Fridays throughout the designated breeding season. Shipment will be Priority Overnight FedEx unless otherwise designated.

5.2 NOTIFICATION OF SHIPMENT: Every effort will be made to accommodate the mare's cycle however the Mare Owner must notify SMP or its custodian 24 hours in advance of collection or up to 11:00 AM Eastern Time the day of a scheduled collection for overnight FedEx.

5.3 SEASONAL LIMITATIONS: A Mare Owner may not receive more than 6 semen shipments during a regular breeding season. With proper notice, another mare may be substituted or the original mare may be sent to SMP or its affiliates for on the farm insemination.

5.4 DESIGNATED BREEDING SEASON: Breeding season is from February 15 through August 31. The stallion owner reserves the right to exhibit stallion at certain horse shows during breeding season. Semen will not be available at these times.

#### **6. REBREEDING PRIVILEGE**

SMP and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one which stands and nurses for at least 24 hours. Should the mare abort at any time after being confirmed in foal to the stallion, or should her foal be born dead, or should her foal fail to stand and nurse for at least 24 hours, or should the mare fail to conceive after breeding through three (3) heat cycles, the Mare Owner is guaranteed a return privilege for the same mare or a substitute mare during (a) the same breeding season free of any additional fees except for any unpaid services, expenses or fees under sections 1 and 2 of this Contract, and (b) the next breeding cycle with a \$500 re-breeding fee, in addition to any unpaid services, expenses or fees under sections 1 and 2 of this Contract. The return breeding privilege can only be exercised for the same breeding season or next breeding season following initial breeding season. This privilege shall not apply unless SMP or its custodian is notified by registered or certified mail, return receipt requested, within ninety-six (96) hours of the foal's death or knowledge by Mare Owner that the mare has aborted, or that the mare has failed to conceive after three breedings, and a statement by a licensed veterinarian follows within twenty (20) business days setting forth the details thereof and certifying that such abortion or death or failure to conceive did not result from any act or omission of the Mare Owner, or any other party subsequent to the mare being

confirmed in foal, and that all due care had been exercised and that said mare had been afforded all reasonable protection.

## **7. REPRESENTATION**

SMP hereby represents to the Mare Owner that any semen transported will be from the stallion indicated on the semen collection report, and that any other information on the report shall be accurate. SMP DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATIONS AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

SMP hereby represents that all applicable personal information is true, complete, and correct.

## **8. WAIVER OF LIABILITY**

Except in the event of gross negligence, recklessness, or willful misconduct by SMP, its agents, servants or employees (the "Parties"), the Parties shall not be liable for any sickness, disease, estray, death or injury which may be suffered by the mare or any foal of the mare or for any other cause of action arising out of or in any way connected with the breeding or provision of any service to the mare. Mare Owner understands that SMP does not provide any public liability, accidental injury, theft or equine mortality insurance on the mare or any foal that may be born to the mare as a consequence of breeding the mare to the stallion and that all risks connected with breeding or provision of any service to the mare and such foal shall be born solely by the Mare Owner. MARE OWNER HEREBY AGREES THAT THE PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NONPERFORMANCE OF OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY AGREEMENT. IN NO EVENT SHALL SMP BE LIABLE FOR MONEY DAMAGES FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT THAT EXCEEDS THE AMOUNT OF FEES BY MARE OWNER HEREUNDER.

## **9. PAYMENT OF FEES**

Mare Owner hereby agrees to pay SMP all applicable charges, fees, services, and expenses identified in this agreement. Except for those which require payment in advance, the charges, fees, and expenses shall be due and payable within 15 days of any invoice rendered by SMP. Mare Owner will pay a late charge of one and one half percent per month or the greatest charge allowed by law on all past due moneys. All payments shall be paid in lawful United States currency by (1) credit card or (2) PayPal, via instructions contained in the following URL: <http://smokymountainparkarabians.com/arabian-stallion-baskghazi.html>.

## **10. REFUND OF FEES**

The only fees that are refundable under this agreement are the breeding fees and the container fee. The breeding fees are only refundable should the stallion die or be unfit to breed for any reason. The fees are refundable as follows: 1) fully refundable if no semen has been shipped or breeding attempted, 2) fifty percent (50%) of the breeding fee will be refunded if semen has been shipped for the first year of breeding or at least one breeding attempt, 3) no refund will be made if semen has been shipped or breeding attempted in three or more heat cycles, 4) the container deposit is refundable when mare is

checked in foal or when the container is no longer needed for more shipments of semen to Mare Owner.

#### **11. TRANSFER OR SALE OF BREEDING**

This agreement shall be binding upon and inure to the benefit of Mare Owner and SMP and their respective successors. If the breeding has been completely paid for, and not all terms and conditions of this agreement have yet been satisfied, and a successor Mare Owner acquires ownership of the mare, the successor Mare Owner must execute a new service contract, and pay 20% of the breeding fee, as a transfer fee, within 30 days of the acquisition of the mare by the successor Mare Owner or the breeding obligations of SMP under this agreement become terminated. There are no other provisions for the transfer or sale of these rights.

#### **12. MISCELLANEOUS PROVISIONS**

Mare Owner hereby agrees to indemnify and hold harmless the Parties from and against any and all claims, demands, and causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the mare or any foal resulting from any breeding of the mare to the stallion and any and all claims, demands, causes of action, damages, costs, expenses, losses, or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any matter connected with any injury to mare or any foal of the mare while they are in custody of SMP.

This agreement herein constitutes the entire agreement between Mare Owner and SMP and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this agreement may be amended or modified only in writing with 30 days notice, signed by both Mare Owner and SMP.

Any communication or notice made in connection with and under the terms and conditions of this agreement shall be made in writing only, and any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of the agreement with proper first class mail. Mare Owner shall reimburse SMP for all costs, fees, and expenses, including reasonable attorney fees incurred by rights under this agreement, and with all federal, state, and local sales or use tax liabilities, if any, connected with payment of any fees to SMP under the terms of this agreement.

In the event of a dispute between the Mare Owner and SMP concerning this agreement, the prevailing party, whether a suit, arbitration, or other action is instituted, shall be entitled to recover reasonable attorney fees, costs, and disbursements arising from any such dispute including, without limitation, at trial, on appeal, and/or in connection with the enforcement of any judgment or interest of any voluntary or involuntary bankruptcy proceedings.

This agreement may be executed in counterparts. Any unlawful or unenforceable provisions of this agreement shall be severable without affecting the validity of the balance of the agreement.

This agreement shall be governed in accordance with the laws of the state of Tennessee. Any dispute related to this agreement shall be resolved by binding arbitration through the American Arbitration

Association in Loudon County Tennessee before a single neutral arbitrator who shall be familiar with the equine industry and who shall award costs and attorney fees to the prevailing party.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT.

DATE: \_\_\_\_\_

PRINTED NAME, MARE OWNER: \_\_\_\_\_

SIGNATURE, MARE OWNER: \_\_\_\_\_

ADDRESS, MARE OWNER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SHIPPING ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE NUMBER, MARE OWNER: \_\_\_\_\_

PRINTED NAME, SMP REPRESENTATIVE: \_\_\_\_\_

SIGNATURE, SMP REPRESENTATIVE: \_\_\_\_\_

TELEPHONE NUMBER, SMP: \_\_\_\_\_