

## 2008 NOBLE CHAMPION BREEDING CONTRACT

This is a contract for the purchase of semen for the 2008 breeding season [February 1 through July 31] from the 1988 Premium Oldenburg stallion **Noble Champion**, by Noble Roi out of Figarella, Oldenburg registry #33-05531-88 [Noble Champion]. Noble Champion is owned by Anne Sparks Whitten, dba Horses Unlimited, and stands at her farm, Rancho de los Suenos, 850 Salida Sandia, Albuquerque, NM 87105. This contract is made by and between Horses Unlimited

and \_\_\_\_\_ [Mare Owner] to cover

insemination of the Mare \_\_\_\_\_ for the **2008 Breeding Season**

Registry [Breed] of Mare \_\_\_\_\_ Registry # \_\_\_\_\_

Horses Unlimited and Mare Owner mutually agree:

1. Mare Owner is the legal owner or lessee of the mare and desires to purchase semen to artificially inseminate the mare. Use of this semen is limited to the mare covered by this contract – this contract covers only one foal, unless twins are born to the mare. Embryo transfers resulting in more than one foal being born will require the payment of additional Breeding Fees per foal.
2. The 2008 Breeding Fee is \$1,600. However, if booked and fully paid by February 1, 2008, a \$400 early booking discount shall apply, and if booked after February 1 but by April 1, 2008 a discount of \$150 shall apply. Mare Owner agrees to pay the full Breeding Fee by either credit card or check before semen is shipped. Mare Owner also agrees to submit a copy of the Mare's registration papers with this contract.
3. Mare Owner is responsible to ensure the breeding soundness of his/her Mare prior to insemination. We recommend the Mare be given a breeding soundness exam by a licensed veterinarian and any recommendations followed, including inoculation against equine herpes virus.
4. Generally, a single dose of no less than 1 billion motile spermatozoa will be shipped. When possible semen will be sent in an Equitainer. Otherwise, disposable shippers will be used. We try to reserve our Equitainers for shipments to warmer destinations.
5. A \$200 Collection Fee will be charged for each collection plus the direct cost of shipping the semen by FedEx. These will be billed separately to Mare Owner's credit card. If an Equitainer is used to ship the semen, the cost of cleaning and returning the Equitainer to Horses Unlimited is the responsibility of the Mare Owner. If the Equitainer is not returned, you agree that Horses Unlimited may charge your credit card in the amount of \$500 for a replacement Equitainer.
6. Mare Owner must give adequate notice that the mare is coming into heat keeping in mind the preferred collection days of Monday, Wednesday and Friday, and to have taken care of all payment requirements on a timely basis. At least seventy-two [72] hours collection notice is recommended for prompt service. Mare Owners are served on a first-come, first-served basis, so we strongly recommend you notify us of your anticipated breeding date. No semen will be shipped unless the full Breeding Fee has been paid and a credit card has been given for the Collection Fee and FedEx charges.
7. We recommend the mare be ultrasounded between 16 and 20 days following insemination, and if pregnant ultrasounded again between 28 and 30 days to confirm the pregnancy. When a pregnancy is confirmed, Mare Owner must notify August Moon Farm of pregnancy status.
8. We will make every effort to assist Mare Owner and Mare Owner's veterinarian in getting the mare pregnant. However, should the mare fail to conceive and a completed veterinary certificate to that effect be received, Horses Unlimited will renew this contract on similar terms and conditions for the next Breeding Season with payment of just a \$300 Booking Fee. Horses Unlimited reserves the right to require Mare Owner to substitute a comparable mare depending on information from Mare Owner and his/her veterinarian about the breeding condition of the Mare.

9. Live Foal Guarantee--Should the mare fail to carry the conception to full term and deliver a foal which stands and nurses, a return privilege will be granted for the next breeding season only on the same mare or a comparable mare owned or leased by Mare Owner on payment of a Booking Fee of \$300. And, a veterinary certificate must be submitted concerning the early embryonic death, the abortion or stillborn nature of the foal plus a breeding soundness report of the mare to be rebred to affect this Live Foal Guarantee. This Guarantee does not apply in the event of the death of the mare prior to the time of birth of the foal, if the foal does not survive.
10. This contract is for fresh cooled semen from Noble Champion. In case of the death of Noble Champion before servicing the mare with fresh cooled semen or in honoring any return privilege or live foal guarantee, Horses Unlimited has the right to satisfy its obligations under this contract by offering frozen semen if available or semen from one of its other stallions.
11. Horses Unlimited is responsible for providing viable semen in a timely fashion. Mare Owner assumes all responsibilities for the condition of his/her mare and bears all risk of loss or damage to the mare by death, disease, injury, infection or otherwise and by any cause whatsoever including inappropriate, untimely or negligent insemination or failure of insemination. Mare Owner holds harmless the owner of Noble Champion, Horses Unlimited, its owners, officers, directors, employees and agents from any liability for any and all damages associated therewith.
12. This contract is not assignable or transferable. There is no Live Foal Guarantee or return privilege if the mare is sold or otherwise changes ownership.
13. Noble Champion is approved for breeding by the Oldenburg Horse Breeders Society [OHBS], the North American Division of the German Oldenburg Verband. He is also approved in North America by the ISR/Oldenburg NA, the RPSI, the CSHA, the CWHBA and the Danish Warmblood Society. A breeding certificate will be issued following the birth of your foal assuming all fees have been paid and the Equitainer, if sent, returned to Horses Unlimited. It is your responsibility to present your mare and foal for inspection at a registry inspection and to pay the necessary fees to include your mare in a mare book and to obtain papers on your foal. The registry will require this breeding certificate before issuing any foal papers.
14. This breeding contract is subject to interpretation under the laws of the State of New Mexico and any disputes regarding it must be brought in a court of lawful jurisdiction in Bernalillo County.
15. When signed by Mare Owner and counter-signed by Horses Unlimited, or by its agent David Herndon, this contract becomes a binding contract on both Mare Owner and Horses Unlimited. Any alterations to this contract make it null and void. This contract constitutes the entire agreement between the parties with regard to the subject matter hereof, and supersedes all previous agreements. There are no other agreements, representations or warranties, either oral or written, between or among the parties.

Signature of Mare Owner \_\_\_\_\_

Date \_\_\_\_\_

Signature of Horses Unlimited \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Attach a copy of the Mare's registration papers**

**MARE OWNER INFORMATION**

Mare Owner \_\_\_\_\_

Mailing Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone numbers:

Home \_\_\_\_\_ Best time \_\_\_\_\_

Work \_\_\_\_\_ Best time \_\_\_\_\_

Cell \_\_\_\_\_

Fax \_\_\_\_\_

Email address \_\_\_\_\_

A Visa or Mastercard is acceptable for the Breeding Fee. Otherwise, complete all forms and mail with a check payable to Horses Unlimited. We do require a credit card be on file for the Collection Fee and the FedEx cost. All fees are in US Dollars.

Please check one box:

Use card for all fees [  ]                      Use card only for Collection Fees and FedEx costs [  ]

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Name on the card \_\_\_\_\_

Billing address of cardholder \_\_\_\_\_

Zip code for card billing \_\_\_\_\_ 3 digit security code on back of card \_\_\_\_\_

**Fax or Mail completed contract to**

**Anne Woodard  
Horses Unlimited  
850 Salida Sandia SW  
Albuquerque, NM 87105**

**Fax 505-873-1070**