



Breeding and Transported Semen Contract

1. This Agreement is made and entered into this _____ day of _____, 200____, by and between the Breeding Customer described below (hereinafter, "Breeding Customer") and ASA Farm, LLC (hereinafter, "ASA"), P.O. Box 100, Washington Depot, CT 06794 (860) 868-6465.

Customer Name		Address		
City	State	Zip Code	County	
Home Phone	Cell Phone	Work Phone	Fax Number	E-Mail Address
Farm or Ranch Name		Address		
City	State	Zip Code	County	
Farm Phone	Farm Fax	Email	Website (if applicable)	

2. WHEREAS, Breeding Customer has a legal interest in the above described Mare, including the legal right to breed the Mare and hereby agrees to breed said Mare to the Arabian stallion: BONNE VIVANT AHRA#617591 standing at Jonesborough Farm, LLC (hereinafter "JFLLC"), or its custodian. This Agreement relates to the Mare described below ("Mare").

Name of Mare	Sire	Dam	
Registration No.	Date Foaled	Color	Breed
Maiden? YES _____ NO _____		Foal at side by:	
If mare is currently in foal, anticipated foaling date: _____ / _____ / 2008 When will you start breeding this mare (foaling heat, etc.)? Approximately ____/____/____			

Insurance Carrier	Insurance Agent
Policy Number	Expiration Date
Phone Number at Insurance Company to contact in case of Emergency	
Registered Owner of mare (if different from "Breeding Customer")	
Address of Registered (Recorded) Owner::	
Home Phone:	Work Phone: Cell Phone:
Is Mare leased? YES/NO Being purchased on a time contract? YES/NO If Yes, date of conclusion of contract: ____/____/____.	
Is mare owner aware of this breeding? YES/NO Details:	

Breeding History of the Mare

Year	Bred (required)	Conceived (required)	Breeding Dates (Not required but preferred)	Produced Live Foal (required) (circle yes or no)
2007	Yes/No	Yes/No		Yes/No
	Yes/No	Yes/No		Yes/No
	Yes/No	Yes/No		Yes/No
	Yes/No	Yes/No		Yes/No

3. Whereas, BONNE VIVANT (hereinafter, "Stallion") will stand at stud for the current breeding season from February 15 to August 1, 2008 (hereinafter referred to as the "breeding season"). Any extension of the breeding season for any Mare or for any reason shall be at the sole discretion of ASA. THE PARTIES HERETO AGREE AS FOLLOWS:

4. REBREEDING PRIVILEGE (Live-Foal Guarantee):

- 4.1 Rebreed conditions (e.g. live foal guarantee) apply to a Mare that does not achieve a pregnancy in the current breeding season or when said mare does not produce a live foal IF all of the conditions listed below are met. A live foal is defined as a foal that stands and nurses for at least 24 hours. Any requests for rebreeds in the following breeding season require a written certificate from a licensed equine veterinarian attesting to the circumstances entitling the Mare Owner to a rebreed, and verifying that said Mare is in breedable condition. Exceptions to the 24 hour rule may be made at the sole discretion of "ASA" depending upon circumstances.
- 4.2 Breeding Customer agrees to have the Mare examined for pregnancy and to notify "ASA" of the results within ten days of the sixty-day check. *Failure to have the Mare thus examined or failure to notify "ASA" of the results shall automatically render the live foal guarantee and applicable rebreeding rights of the Mare Owner null and void.* (It is strongly recommended that the Breeding Customer have a "negative twin scan" ultrasound at approximately 45 days of gestation.)
- 4.3 Breeding Customer must send a certificate via certified mail, return receipt requested, from a licensed equine veterinarian to "ASA" *within* thirty (30) days of the discovery of the Mare's pregnancy loss, stillbirth, or newborn foal death. This certificate must include the following:

- a That the Mare was properly vaccinated against rhinopneumonitis in months 5, 7, and 9 of gestation (i.e., the pregnancy).
- b That in the licensed practitioner's opinion, the Mare was maintained in a reasonable state of health, including all vaccinations and deworming as deemed necessary, and in accordance with principals of good horsemanship.
- c And that such death or abortion did not result from any act or omission of the mare owner or any 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.

IT IS THE BREEDING CUSTOMER'S SOLE RESPONSIBILITY TO INSURE THAT SAID CERTIFICATE IS PROVIDED TO "ASA" to the address of Notice #9, below.

- 4.4 Rebreeding right shall be valid only for the current and subsequent breeding season. Substitution of a different Mare other than the Mare named in this Agreement, or extension beyond the subsequent breeding season, must be approved by "ASA" IN WRITING.

5. BREEDING CUSTOMER AGREES TO PAY THE FOLLOWING FEES:

5.1 BREEDING FEE: (used interchangeably with "Stud Fee"). \$ _____ Breeding Fee covering the

2008 Breeding Season. Breeding fee must be paid in full *prior* to the first shipment of semen unless other arrangements are agreed to by "ASA", *in writing*, and properly executed in a *separate* FINANCING ADDENDUM.

5.2 BOOKING FEE: \$1,000.00 Booking Fee, a non-refundable booking fee to be paid at the time of the signing of this Agreement. Balance of breeding fee to be paid before Mare arrives at 'ASA' or before the first shipment of cooled or frozen semen.

5.3 RE-BREED FEE: \$ 500.00 Re-breed Fee subject to the conditions of paragraph "4", above.

5.4 CHARGES, FEES AND EXPENSES:

Breeding Customer agrees to pay "ASA" and/or their agents for all charges, fees and expenses incurred by "ASA" in connection with the performance by it of its duties hereunder, including without limitation the charges, fees and expenses set forth hereof. Please note that JFLLC charges the Breeding Customer a per collection handling fee of \$75.00 which will be *in addition to* the collection and shipping fees per Equine Reproductive Concepts (hereinafter ERC) which usually run approximately \$253.00 for Overnight Service (to most areas) or \$333.00 for "same day" service. (Please refer to the separate "E.R.C.Fee Schedule". Fees will be including but not limited to mare care, collection and shipment of semen, veterinary expenses, etc. and may be viewed on the ERC website at www.equinereproductiveconcepts.com.)

5.5 PAYMENT OF FEES Breeding Customer hereby agrees to pay all applicable charges, fees, services and expenses identified on the 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. Breeding Customer agrees to pay one and one-half percent per month or the greatest charge allowed by law on all past due monies. All payments shall be paid in lawful money of the United States at the office of ASA, JFLLC, or ERC. Breeding Customer understands and agrees that in the event of an account not kept current, the stallion Owner reserves the right to withhold semen shipments until Breeding Customer's account is brought up to date. Breeding Customers whose payments are in excess of 30 days past due shall be in breach of contract. Upon such breach of contract, ASA shall cease all further service, and retain all funds received to date as liquidated damages.

5.6 Breeding Customer grants ASA a lien upon and security interest in any foal produced by a breeding at ASA

to secure all obligations and amounts due on any contract with ASA or its affiliates. ASA may, at any time until amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it is believed that the foal is kept, or in which the Breeding Customer resides. When so filed, the copy will be effective as a financing statement as well as the security agreement. If anytime, Breeding Customer's balance is unpaid for thirty (30) days or more, or Breeding Customer is otherwise in default of this or any other contract with ASA or any of its affiliates, ASA may hold the Transported Semen Stallion Service Certificate that is required for registration of the resultant foal.

6. RIGHT TO CONTACT VETERINARIAN IN THE EVENT OF AN EMERGENCY

Breeding Customer authorizes "ASA", its custodian, agents, trainer, and/or helpers to contact Veterinarian and Insurance Company in the event of an emergency, on the behalf of Breeding Customer, in accordance with principals of "good horsemanship".

7. REPRESENTATIONS OF BREEDING CUSTOMER:

BREEDING CUSTOMER hereby represents and warrants to "ASA" that:

- 7.1 NO OTHER INTERESTS – It has not previously granted to any party, and there does not presently exist in favor of any party, any claim, security interest, condition or encumbrance whatsoever that applies to the Collateral, except for the security interest created hereby in favor of "ASA" and except for (if no information is provided, the "Breeding Customer" will be deemed to have represented that there are none):
- 7.2 AUTHORITY – It has the authority to execute, deliver and perform this agreement, including without limitation the authority to grant the security interest granted hereby. All consents necessary to the entering by it into this Agreement and the performance by it of its obligations hereunder have been obtained.

8. GENERAL CONDITIONS

- 8.1 In the event the Stallion or Mare becomes incapable to breeding or in the event that either the Stallion or the Mare dies the following shall apply:

8.1.2. Death or incapacity of the Stallion *before* the Mare is bred: "ASA" shall have the option of:

- a. Breeding the Mare with frozen semen from the Stallion, or
- b. Refunding the breeding fee identified in Paragraph 4.1 (excluding the booking fee and minus any other fees due and payable under 4.4, above) to the Breeding Customer. The Breeding Customer shall be liable for all other fees and expenses incurred until the date of death or incapacitation of the Stallion, and this Agreement shall terminate and become null and void, including the live foal guarantee and any applicable rebreeding rights of the Mare Owner.

8.1.3 Death or incapacity of the Stallion *after* the Mare is bred: the Breeding Customer has the right to exercise the live foal guarantee identified in Paragraph 5. "ASA" shall have the right to choose one of the following options by giving notice to BREEDING CUSTOMER in accordance with the notice provisions of Paragraph 9, below.

- a. The breeding shall take place with frozen semen and this Agreement shall remain in full force and effect. Note: Since the availability of frozen semen may be limited, "ASA" reserves the right to modify the Live Foal Guarantee, at their sole discretion.
- b. The breeding fee identified in Paragraph 5 (including the booking fee) shall be retained by "ASA" and the Mare shall be rebred with another mutually acceptable Stallion by "ASA". If the substitute Stallion's breeding fee is less than that original Stallion's breeding fee, then the differences will be returned to the Breeding Customer if previously paid in

full, and if the fee is more, than that amount becomes due and payable to "ASA" prior to the first shipment of semen.

- c. The breeding fee identified in Paragraph 5 (excluding the booking fee) shall be refunded to the BREEDING CUSTOMER, the BREEDING CUSTOMER shall be liable for all other fees and expenses incurred to the date of the death or incapacity, and this Agreement shall terminate and become null and void, including the live foal guarantee and any applicable rebreeding rights of the BREEDING CUSTOMER.

8.1.4. Death or incapacity of the Mare either before or after the Mare is bred, and the Mare Owner does not have the right to exercise the live foal guarantee:

- a. The stud fee identified in Paragraph 1 (including the booking fee) shall be retained by "ASA" and the BREEDING CUSTOMER may substitute another Mare for breeding within the calendar year's breeding season, or for the calendar year's breeding season immediately thereafter. Said substitute Mare being subject to the prior written approval of "ASA" and in compliance with all the terms and conditions of this Agreement.

9. NOTICE:

In the event that any notice is be given under the terms of this Agreement, or if either party desires to give any notice to the other, such notice is to be given in writing and sent Certified Mail, Return Receipt Requested, with all postage and certification charges thereon prepaid.

Notice to Breeding Customer shall be given to the address given on the first page of this Agreement, or to any such other address as Breeding Customer may hereafter direct in writing.

Notice to "ASA Farm" shall be to: ASA Farm
P. O. Box 100
Washington Depot, CT 06794-0100
(860) 868-6465

10. DESIGNATED VETERINARIAN

ASA agrees to have semen shipped to the location designated by Breeding Customer, but in any event, semen should be shipped to a licensed veterinarian experienced or familiar with insemination with transported semen. The veterinarian designated by Breeding Customer is:

(name) _____ Name of Clinic: _____
Address (not a PO Box): _____
Phone _____ - _____ - _____ Alternative Phone Number Phone _____ - _____ - _____

11. REGULATIONS AND REQUIREMENTS OF REGISTRY OR GOVERNMENTS:

BREEDING CUSTOMER assumes all responsibility for following the regulations or requirements that may be imposed by any breed registry or government agency, including but not limited to, obtaining permits to transport semen from the United States and any applicable taxes, duties, or additional costs therein.

12. RELEASE OF LIABILITY:

BREEDING CUSTOMER assumes all responsibilities for the condition of the Mare, and shall bear all risk of loss or damage. ASA, its owners, principals, agents, trainers, employees, veterinarians, farriers, agencies, or the reproductive facility utilized thereof (hereinafter "ASA Parties"), shall not be liable for any sickness, disease, theft, estray, death, accident, or injury which may be suffered by the Mare or any foal at side while the Mare and any such foal is in the custody of ASA, etc. for any cause of action whatsoever arising out of or in any way connected

with the breeding, boarding, transportation, or provision of any other service to the Mare or any such foal., including without limitation any personal injury, death or disability that Breeding Customer, its agents, servants or employees may receive while on "ASA Parties" property or in any way connected with the provision of any other service to the Breeding Customer. Breeding Customer understands ASA, etc. does NOT provide any public liability, accidental injury, theft or equine insurance on the Mare or any foal at side, and that all risks connected with breeding, boarding, conditioning, transporting or provision of any other service to the Mare and such foal shall be borne solely by Breeding Customer. Breeding Customer fully understands, authorizes and assumes the special risks inherent in breeding horses with the use of transported semen. Breeding Customer also understands the risk of failure due to many variables and unknown causes and shall hold ASA, etc. harmless from any losses suffered due to any unsuccessful attempt at conception. Breeding Customer further understands that the costs of such setbacks are considered part of the "normal risk and cost of doing business and breeding horses" and shall further hold ASA, etc. harmless for any such claims whether ordinary, special, incidental or consequential. BREEDING CUSTOMER HEREBY AGREES THAT "ASA 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 NON PERFORMANCE OF OBLIGATIONS WHICH BREEDING CUSTOMER MAY HAVE UNDERTAKEN TO ANY THIRD-PARTY IN RELIANCE UPON ANY PROMISES IN REPRESENTATIONS MADE IN THIS AGREEMENT. IN NO EVENT SHALL "ASA Parties'" LIABILITY FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE BREEDING FEE PAID BY THE BREEDING CUSTOMER HEREUNDER.

While "ASA Parties" makes every reasonable effort to successfully ship semen to the Breeding Customer, "ASA" shall not be responsible for any delays, damages or failures in semen delivery. Shipment insurance is available at additional cost through Federal Express (1-800-FEDEX) or through the airlines in same-day service.

13. SERVICE BY ANOTHER STALLION:

Service of mare by another stallion *after* breeding under this agreement automatically voids this Agreement except for Customer's obligation to make any payments due "ASA" hereunder and "ASA" reserves the right to refuse to execute any papers necessary for the registration of any foal from the mare and retain any fees paid as liquidated damages.

14. USING SEMEN FOR ANOTHER MARE:

Any attempts to obtain pregnancy with transported semen in any mare OTHER than the Mare described in this contract, will result in the forfeiture of any breeding fees paid and the rights to a signed Stallion Service Certificate for Breeding Customer's foal.

15. SELLER'S AGENT FEE:

Mare Owner agrees to pay "ASA" a fee of fifteen percent (15%) of the sales price on any sale of the mare or the foal through the efforts of "ASA Parties".

16. DISCLAIMER OF WARRANTIES:

"ASA" hereby represents to Mare Owner that semen shipped by or inseminated by "ASA" will be from the Stallion indicated above. "ASA" HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES EXPRESSED HEREIN.

17. NON-ASSIGNABLE:

Mare Owner may not assign any right or delegate any duties under this Agreement without the prior written consent of ASA.

Transfers or sale of breeding: This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The breeding or re-breed right may only be transferred with the sale of the above Mare. Only if the breeding has been completely paid for, and all respective fees are paid up in full to date, the new Mare Owner executes a new Breeding Agreement, and pays twenty-five percent (25%) of the breeding fee, as a transfer fee, within 30 days of the sale or the breeding becomes nullified. There are no other provisions for the transfer or sale of these rights.

18. CHOICE OF LAW, JURISDICTION OR VENUE:

This Agreement shall be a binding Agreement when signed and accepted by "ASA". This Agreement and all matters collateral thereto shall be governed by the laws of the State of Connecticut. At the option of "ASA", jurisdiction and venue for any dispute arising under or in relation to this Agreement shall be in Litchfield County, Connecticut and Mare Owner, Lessee and/or Agent hereby submits to the jurisdiction of the courts of said State and County for any action arising in connection with this Agreement.

19. DIRECT PAYMENT OF CERTAIN EXPENSES:

BREEDING CUSTOMER shall pay directly to any third party identified by "ASA" the fees or charges of such third parties incurred in connection with the provision of services or goods for the benefit of BREEDING CUSTOMER hereunder.

20. ATTORNEY'S FEES:

In the event that legal counsel is retained to enforce the provisions of this Agreement or any action relating to this Agreement, including any addendum in writing, the prevailing party shall be entitled to collect reasonable attorney's fees and costs including any appeals.

21. ENTIRE AGREEMENT:

This Agreement constitutes the entire agreement between the parties and any prior understandings, whether oral or written, with respect to this Agreement are expressly superseded. This Agreement may not be modified except in writing signed by both parties hereto. Such modification, amendment, or alteration shall be given only for the specific purpose(s) for which given.

22. HEADINGS:

The headings set forth herein are for the purposes of reference only and shall not be used in construing the terms and conditions hereof.

23. SEVERABILITY:

If any provision of this Agreement shall be invalid and unenforceable under applicable law, the same shall be deemed stricken from the Agreement and shall in no way affect any other provision of this Agreement. This Agreement shall remain in full force and effect and shall be construed in all respects as if such invalid or unenforceable provision were omitted.

I/We the undersigned certify that we are the Mare Owner named herein or duly authorized agent thereof, and as such have the authority to enter into this Agreement, as witnessed by my/our signature(s). I/We also certify that I/we have read and understand and agree to be bound by the terms of this Agreement. We understand that this is the entire agreement and any other modifications, changes, additions, or the like must be in written form, duly signed and notarized by both parties to this Agreement. IN WITNESS WHEREOF, the parties hereto executed this Agreement as of the date first above written, at which time, delivery has occurred.

<p>ASA FARM</p> <p>BY: _____ (ASA Owner and/or Agent)</p> <p>Witness: _____</p> <p>Print Name: _____</p> <p>Date: ____/____/2008</p>	<p>BREEDING CUSTOMER</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: ____/____/2008</p> <p>Notary Public Signature and Seal below, please:</p> <p>Notary Signature: _____</p> <p>Print Name: _____</p> <p>Notary Seal:</p> <p>My Commission Expires on: ____/____/200____.</p>
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