



25 Center St. Pembroke MA 02359

Way Beyond Reason as pictured in the original oil painting by Jeanne Mellin Herrick

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Way Beyond Reason

2008 Breeding Contract

I. This contract is entered into between Azeedad Farm-Andrea Kelley ("Stallion Owner) and ("Mare Owner

or Leasee") \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Home Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_ E Mail \_\_\_\_\_

Referred by \_\_\_\_\_ Phone Number \_\_\_\_\_

II. This Contract covers the stallion Way Beyond Reason AMHA # 157688 (Stallion) and the

Mare \_\_\_\_\_ AMHA# \_\_\_\_\_ Owned By \_\_\_\_\_

III. Mare Owner/Leasee agrees to pay the following:

A. Stud fee of 2,500.00 made payable to Azeedad Farm as follows:

1. \$1250.00 to reserve breeding and paid as a booking fee upon execution of this contract

2. \$1250.00 paid when the mare is pronounced safely in foal. Payment is due by 55 days of pregnancy (see IV. Return Privileges/Live Foal Guarantee).

B. All Veterinary charges related to the insemination and pregnancy including stallion Collection fee and Frozen Semen Distribution Charges (see SBS Select Breeders Services Distribution Charges For Each Shipment).

C. Mare owner acknowledges that both the mare and foal must be DNA typed by AMHA prior to registration and any foal conceived in any manner not in compliance with this contract may not be eligible for registration. Stallion Owner does not assume any responsibility or obligation for the foal except reasonable assistance in the provision of information and the execution of forms, provided that all payment terms have been fulfilled.

IV. Return Privileges/Live Foal Guarantee

- A. Mare must be examined by a licensed veterinarian between 18-35 days after last date bred and between 50 and 55 days after last date bred, and Stallion Owner must be notified of her breeding status after each examination or all guarantees are null and void.
- B. If the Mare named in Paragraph II does not settle after 3 estrous cycles the Mare Owner may substitute a different Mare ("substitute mare") which must be fully identified to and approved by the Stallion Owner.
- C. The stud fee is intended for one Mare, if more than one mare becomes pregnant with frozen semen from above mentioned stallion during same or separate shipment an additional full stud fee will be due.
- D. Should mare abort, absorb the fetus or fail to conceive, Return Privileges are guaranteed in the current year or following year. All SBS Distribution Charges for each Shipment will be those in effect at the time of shipment.
- E. Should the mare fail to produce a live foal (defined as one which stands and nurses), Return privileges are guaranteed through the following breeding season. All SBS Distribution Charges for each Shipment will be those in effect at the time of shipment.
- F. The guarantee does not apply unless the following conditions are met:
  - 1. Stallion owner is notified by registered/certified or email within 48 hours of delivery of the aborting or the foals death. And
  - 2. A statement by a licensed veterinarian follows within 10 days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of Mare Owner and that all due care had been exercised and that the mare had been afforded all reasonable protection.
- G. In the event that Frozen semen from Way Beyond Reason is not available for any reason, a full refund of the Breeding Fee will be returned to the Mare Owner and the Live Foal Guarantee is null and void.

Mare Owner

Stallion Owner

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signature /date

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signature/date