

TC MONIETS LEGACY

THIS AGREEMENT, MADE and ENTERED INTO this ____ day of _____ 20__ by and between _____ owners of the mare, hereinafter referred to as the MARE OWNER, Address:

Phone: () _____ FAX: () _____ Owner # _____, and GOLD CREEK ARABIANS, Lee and Suzy Foss, owners and agent of the stallion TC MONIETS LEGACY, hereinafter referred to as GCA. It is hereby agreed by and between the above mentioned parties to breed the mare:

MARE: _____ AHR# _____ COLOR _____ SIRE: _____ DAM: _____ to the Arabian STALLION: TC MONIETS LEGACY AHR# 0467113 1990 Black Egyptian.

TERMS AND CONDITIONS AS FOLLOWS:

1) The booking fee is \$250.00 and is payable when this contract is signed. This fee is non-refundable and is to be deducted from the stud fee.

2) MARE OWNER agrees to pay GCA the sum of \$2000.00 for the privilege of breeding to TC MONIETS LEGACY. Upon payment of this fee STALLION owner does hereby reserve for the MARE OWNER one seasons booking for the year 20__ to TC MONIETS LEGACY for the services of the MARE. Payment will be due as follows:

FULL PAYMENT due prior to the arrival of the mare for services or request for semen shipment.

STUD FEE:	\$2000.00
FILLY PROVISION (+)	\$ _____
BOOKING FEE/DEPOSITS (-)	\$ _____
MULTIPLE MARE DISCOUNT (-)	\$ _____ MARE # _____
TOTAL DUE:	\$ _____

OPTIONAL FILLY PROVISION

MARE OWNER agrees to pay an additional \$250.00 Fee for a live filly provision. Should a colt result from the breeding of this contract year, we will allow MARE owners to breed back for a second foal for a reduced fee of \$1500.00. with the filly provision fee deducted from the \$1500.00. All expenses for collection, deposits and fees remain the responsibility of the MARE owner and must be paid for in advance as addressed under collection fees.

MULTIPLE MARE DISCOUNTS

GCA offers a multiple mare discount for two or more mares or breedings purchased at the same time. The first breeding is full price, the second and third are discounted by \$250.00.

A fourth breeding is discounted by \$500.00. Only two breedings can be purchased at one time for the same mare and they must be used in consecutive years i.e. 2005 and 2006.

MARES to be bred at GOLD CREEK ARABIANS farm:

MARE OWNER agrees to pay GCA board on the above mentioned mare (and foal if she has one by her side) at a rate of \$8.00 per day dry/\$10.00 per day wet for each day she is on the premises, plus any and all veterinary and farrier expenses incurred by the MARE and/or foal. These charges are billed monthly. The total balance will be due on the day your mares leave GCA unless other arrangements have been made in advance in writing. A completed Health Form must arrive prior to the mares arrival at GCA.

MARES to be bred on Premise of Gold Creek Arabians:

1) The BREEDING FEE is non-refundable. The STALLION OWNERS guarantee a return breeding the following season for this MARE or an approved substitute should a live foal not result from this mating. This is to be evidenced by a written statement from a qualified veterinarian written within seven (7) days of such determination stating specifically that the MARE has: a) been pronounced barren after leaving GCA; b) aborted her foal; c) given birth to a dead foal (i.e. stillborn, not death due to the carelessness of the OWNER(S) of the MARE; d) given birth to a live foal that failed to stand and nurse and /or survive 72 hours (until insurable). Proof of MARES receiving appropriate Rhino shots at no less than 5, 7, and 9 months of pregnancy, plus sound worming and vaccination program must also be submitted by a qualified veterinarian or by receipt of product(s), dates administered and should MARE abort in advanced pregnancy, a vet statement that Rhino was not the cause. Loss of foal due to any lack of nutrition during or prior to pregnancy, lack of safe conditions and environment, etc. shall not result in a breed back.

2) MARE OWNER authorizes GCA to use breeding hobbles and/or other means of restraint, if necessary, and to engage such veterinary services as may become necessary to maintain health, determine presence of infection or any other condition that might inhibit conception, to impregnate the MARE, and to determine pregnancy. MARE OWNER agrees that either live cover or artificial insemination may be used to impregnate the MARE. Safety for the STALLION and MARE and, if appropriate her foal will be considered at all times. Costs of all such services to be borne by the MARE OWNER.

3) MARE OWNER agrees to guarantee their MARE will be healthy, free from any infectious disease, has no known vices, and is in sound breeding condition. MARE OWNER will produce a written veterinary certificate of health issued upon a health exam of the MARE by a qualified Veterinarian not more than twenty-one (21) days before her arrival at GCA or a request for shipped semen. For MARES arriving at GCA this certificate shall state: a) The results of a general health exam, b) The day and results of a uterine culture (unless culture is to be taken at GCA), c) The date of a Coggins test for EIA done within 6 months of arrival at GCA, d) Vaccinations for Flu, Rhino, EEE and WEE and Tetanus administered no less than one (1) month prior to arrival and no more than six months prior to arrival at GCA, e) That the MARE has been wormed within 30 days of her arrival at GCA and that a fecal no more than 7 days old has shown no significant infestation without proof of follow up treatment prior to arrival.

4) During the time that the MARE is in custody of Gold Creek Arabians, Lee and Suzy Foss and GCA employees shall not be held liable for any injury, illness, disease, disability, stray, theft, and/or death suffered by the MARE (and/or foal of said mare) or any other cause of action whatever arising out of or being connected in any way with the breeding or boarding of the MARE and/or foal. This includes but is not limited to, any personal injury or disability, which the

MARE OWNER(S), family and their guests may receive while on GCA premises. The MARE OWNER fully understands that GCA does not carry any of the outside horses that are in their possession for breeding and boarding on any public liability, accidental injury, theft or Equine mortality insurance and that all risks connected with breeding and/or boarding of the MARE and/or foal are to be borne by the MARE OWNER.

5) This contract shall not be assigned or transferred by either party hereto without the written consent of the other. Semen may not be inseminated into any MARE other than the one stated in this contract without the written consent of GCA. If the MARE is to be rebred and the MARE OWNER fails to deliver the MARE for breeding or make arrangements for additional shipments of semen the following year, then any and all fees paid shall not be refunded and this contract is hereby canceled.

6) MARES that are not halter broke and manageable will not be accepted for breeding or board at GCA. Additional handling fees for problem MARES will be borne by the MARE OWNER.

7) Gold Creek Arabians reserves the right to refuse any mare not in good physical condition or below standard in any other way.

8) The MARE OWNER agrees to have the mare examined by a qualified veterinarian between 14 and 16 days from last breeding by ultra sound to determine pregnancy or the need for additional shipment of semen. The MARE OWNER also agrees to have the MARE checked again between the 50th and 60th day, after the last day bred, and to notify GCA of the status of the MARES pregnancy at both times. Failure to exam and notify nullifies all guarantees for a live foal. Most absorption occurs at this time and determining what causes absorption is very important if re-breeding the MARE is desired.

THE FOLLOWING TERMS AND CONDITIONS SHALL BE ADDITIONALLY APPLIED ONLY WHERE THE BREEDING IS TO BE ACCOMPLISHED BY TRANSPORTED COOLED OR FROZEN SEMEN.

MARE OWNER agrees to pay GCA a fully refundable container deposit of \$300.00 prior to the first shipment of semen. A collection fee of \$200.00 will be charge for each shipment of semen and **MUST BE PAID PRIOR TO REQUESTING A SEMEN SHIPMENT**. MARE OWNER agrees that stud fee balance is due and payable prior to the first shipment of semen. GCA ships via Delta Airlines, Northwest Airlines, Horizon Aire and Alaska Airlines as well as Federal Express. The cost of shipping is included in the collection fee. The balance of the container deposit will be refunded when the MARE has been checked in foal.

The container deposit is fully refundable if the container is returned in excellent condition, with all internal pieces intact (ballast bag, plastic container and lid, insulated cup, locking safety snap), to GCA within 36 hours of receipt of the semen. A 50% penalty will be imposed should the container not be returned within the specified time but prior to 72 hours. After 72 hours or if the container is damaged or incomplete, no refund will be due.

9) GCA assumes responsibility only to deliver live COOLED OR FROZEN semen in viable condition to the destination designated below by the MARE OWNER. The MARE OWNER assumes responsibility for transport of semen from said destination to the place of insemination if designated destination is different from location of insemination.

10) The MARE OWNER agrees that a qualified veterinarian shall inseminate the MARE with the semen no more than 8 hours after it's arrival at the destination for

cooled semen, and in the event that this is not accomplished, both Gold Creek Arabians and the Stallion Owners shall be deemed to have fulfilled their contractual obligations under this contract and all guarantees shall be null and void.

11) The MARE OWNER agrees to assume all responsibility for the condition of the MARE and shall bear all risks of loss or damage to the MARE whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, and FUTHER agrees to hold Lee and Suzy Foss, Gold Creek Arabians Farm, It's agents, employees and the stallion owners harmless for any and all damages resulting therefrom.

12) In the event that a MARE fails to conceive within a reasonable number of semen shipments, with the semen arriving in viable condition, GCA retains the right to request a consultation with our veterinarian, the MARE OWNER'S veterinarian and the MARE OWNER. Should it be determined that the MARE is not a good candidate for shipped cooled or frozen semen, GCA will advise MARE OWNER to have the MARE shipped to the location and facility where the STALLION is standing for live cover or on sight insemination. Should it be suspected or determined that the receiving vet is not experienced or qualified in the insemination procedures and reproductive practice, GCA will advise the MARE OWNER of the need to a) Hire a new veterinarian for the reproductive work, or b) Require the mare to be shipped to where the STALLION is standing for a live cover/ on sight insemination. Should MARE OWNER not agree to this request, this contract is null and void.

MARE OWNER: Please include a five (5) generation pedigree of your MARE with the return of this contract for our breeding records. A photo and/or video would be greatly appreciated as well.

DESIGNATED DESTINATION

VETERINARIAN

PHONE # _____

ADDRESS _____

PHONE _____

FAX _____

OWNER OF STALLION (OR OWNERS AGENT) OWNER (S) OF MARE

Gold Creek Arabians/Lee and Suzy Foss

SIGNED _____

SIGNED _____

DATE _____

DATE _____

ADDRESS 365 Gold Creek Loop
HAMILTON, MT 59840

ADDRESS _____

PHONE (406) 363-6647 **FAX** 363-6468

PHONE _____ **FAX** _____

EMAIL suzy@goldcreekarabians.com

EMAIL _____

WEB SITE: www.goldcreekarabians.com