

Shea Stables

Afire Bey V

Frozen Semen Breeding Right Contract

THIS AGREEMENT is made this _____ day of _____, 20_____, by and between Shea Stables, 1925 S. Bartlett Road, St. Clair, 48079 (hereinafter SS) and:

Mare Owner

Address

Telephone number(s)

City, State, Zip

Fax

Email

THE MARE OWNER, hereby contracts to breed the mare

#

breed

To Arabian Stallion: AFIRE BEY V (AHA #342854) during the 2023 breeding season.

THE BREEDING FEE shall be \$7,500 USD

I agree to pay by

Check () Wire Transfer ()

I accept this agreement and authorize Shea Stables to bill for all fees related to this frozen semen breeding contract.

Mare Owner Signature

SS Signature

Date

Date

1925 S. Bartlett Rd, St. Clair, MI 48079
(810) 329-6392 Fax (810)329-4932

Initial _____

BREEDING:

All payments are to be made to Shea Stables 1925 S. Bartlett Rd, St. Clair, MI 48079.
Name of Mare, Registration # and Breed are required to complete this contract.

BREEDING RIGHT SERVICES AND EXPENSES:

FOR TRANSPORTED FROZEN SEMEN

Prior to the transportation of Afire Bey V's frozen semen a completed contract must be on file at Shea Stables. In addition, all fees associated with the breeding right must be paid in full. Multiple embryos for the same mare are not allowed. Only one live foal per breeding contract.

TRANSPORTED FROZEN SEMEN AGREEMENT:

NOTIFICATION FOR SHIPMENT — Mare owners must notify Shea Stables 48 hours in advance of the day of a scheduled shipment.
DESIGNATED SHIPPING SEASON — Frozen semen shipping season is from February 1st through August 1st. The Stallion owner reserves the right to change this schedule based on availability. **Shipments will be based on mare cycles. Two doses of frozen semen will be shipped per cycle and cycles will be limited to a maximum of three per breeding year.** All frozen semen shipments will be processed by Alamo Pintado Equine Medical Center (805) 688-6510. All payments for semen shipments will be paid directly to Alamo Pintado Equine Medical Center.

REBREEDING PRIVILEGE:

Shea Stables anticipates a live foal from this mating. A live foal is defined for the purposes hereof as one that 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, the Mare owner is allowed a return privilege for the same Mare. Another Mare owned by the same owner may be substituted, pending Shea Stables approval, if the original Mare is not breedable as confirmed by a veterinarian.

THE RETURN BREEDING PRIVILEGE CAN ONLY BE EXERCISED IN THE SUBSEQUENT BREEDING SEASON FOLLOWING THE 2023 BREEDING SEASON AND CARRIES A \$500 REBREED FEE. IF ALL FEES ASSOCIATED WITH THE ORIGINAL BREEDING HAVE NOT BEEN PAID, NO SHIPMENT SHALL OCCUR.

This privilege shall not apply unless Shea Stables is notified within 96 hours of delivery of the aborted foal's death and a statement by a licensed veterinarian follows forth the details thereof and certifying that such abortion or death did not result from any act of 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 has been afforded all reasonable protection.

CONTRACT NULLIFICATION:

If during the term of this Agreement, the supply of frozen semen becomes unable to be used, this contract shall become null and void, in which case the Mare owner's rights hereunder shall terminate without refund, recourse, or further obligation on the part of the Stallion owner.

INSURANCE:

The Mare owner understands that the Stallion owner will not carry insurance covering Mare owner's Mare(s) including mortality or liability insurance. It is the Mare owner's responsibility to obtain such insurance. The Stallion owner has no obligation to carry insurance of any kind on the Stallion's frozen semen to benefit the Mare owner.

REPRESENTATION:

Shea Stables hereby represents to the Mare owner that any frozen semen transported will be from the Stallion indicated on the contract. SHEA STABLES DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED FROZEN SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OR MERCHANTABILITY.

Initial _____

WAIVER OF LIABILITY:

Except in the event of gross negligence, recklessness, or willful misconduct by Shea Stables, its agents, servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death or injury which may suffer by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Mare owner understands that Shea Stables 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 providing any service to the Mare and such foal shall be born solely by the Mare owner. MARE OWNER HEREBY AGREES THAT SHEA STABLES 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 OR OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES IN REPRESENTATIONS MADE IN THIS AGREEMENT, IN NO EVENT SHALL SHEA STABLES BE LIABLE FOR ANY ACTION OR CAUSE OF ACTION ARISING FROM THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.

PAYMENT OF FEES:

Mare owner hereby agrees to pay Shea Stables all applicable charges, fees, services and expenses identified in the agreement. All fees will be paid prior to any shipment of frozen semen. All payments shall be paid in lawful money of the United States at the office of Shea Stables, 1925 S. Bartlett Rd, St. Clair, MI 48079.

TRANSFER OR SALE OF BREEDING:

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. Transfer, sale or assignment of this breeding is NOT permitted.

MISCELLANEOUS PROVISIONS:

Mare owner hereby agrees to indemnify and hold harmless the Shea Stables from and against any and all claims, demands, causes of action, damages, costs and 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 manner connected with any Injury to Mare or any foal of the Mare while in the custody or Shea Stables parties.

This Agreement herein constitutes the entire agreement between the parties 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 day notice, signed by both parties. Any communication of notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses noted in the Agreement with proper postage for first-class mail.

Mare owner shall reimburse Shea Stables for all costs, fees and expenses, including reasonable attorney fees incurred by rights under this Agreement, and for all federal, state and local sales or use tax liabilities, if any, connected with however, taxes based on the net income of Shea Stables.

In the event of a dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney fees, costs, and disbursements arising from any such dispute including without limitation, at trial, or appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings.

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

This Agreement shall be construed and governed by the laws of the state of Michigan. Any dispute related to this Agreement shall be resolved by binding arbitration through the American Arbitration Association of Michigan before a single neutral arbitrator who shall be familiar with the equine industry, and who shall award costs and attorney's fees to the prevailing party.

Initial _____

Shea Stables

Shipping Information

Mare owner or Leasee _____
Phone _____ Cell _____

Mare's name _____ Reg # _____
Breed _____

Mare's name _____ Reg # _____
Breed _____

Mare's name _____ Reg # _____
Breed _____

Mare Manager or Contact _____
Phone _____ Cell _____

Fax _____ Email _____

Shipping Address

FedEx Hold or Saturday Address

Shipments are made Monday through Friday

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(810) 329-6392 Fax (810) 329-4932

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