

O'LEARY'S IRISH DIAMOND

Breeding Agreement

**Melissa Cason-Kinney
Kinson Stud, LLC
12247 MT. Highway 83
Bigfork, Montana 59911**

The undersigned **MARE OWNER** and **STALLION OWNER** agree to breed the following mare to the stallion ***O'Leary's Irish Diamond*** in the 2010 season:

MARES NAME _____ AGE _____ BREED _____
SIRE _____ DAM _____ DAM'S
SIRE _____ Barren or Maiden _____ last
Breeding Date _____ Date of foaling _____ on the following terms
and conditions:

Breeding Fee for the 2010 season: \$2,000.00

- 1) Mare Owner shall pay Stallion Owner, upon execution, the sum of \$500 dollars as a booking fee, which is non-refundable.
- 2) In addition to the booking fee above specified mare owner will pay the Stallion Owner in full, before the semen is shipped to the mare's veterinarian, the sum of \$1,500 dollars as a service fee for each mare bred. In the event that the mare fails to produce a foal that stands and nurses without assistance after foaling, the Mare Owner shall be entitled to have the mare re-bred the following season, 2011. Collection and Ship Semen fees will be as follows: Stallion owner will collect said stallion two times for the 2011 breeding season. In the event the mare fails to settle after two inseminations the mare owner will be charged \$300 dollars for each subsequent collection. *This is a breeding fee not a collection fee. Please see Highline Equine Collection and shipped semen contract.* Mare owner may substitute another mare at stallion owner's discretion but same fees will apply.
- 3) All veterinary expenses for the mare will be the responsibility of the mare's owner. All semen shipping costs, including deposits for containers will be the responsibility of the mare's owner. Mare owner is responsible for costs of returning shipping container. If stallion owner agrees to same day shipment, the mare owner will make the shipping arrangements and pay the cost. All shipment costs are *COD.*
- 4) Stallion Owner is under no obligation to cover a mare, which is deemed to be in unfit breeding condition, such determination to be made at the sole discretion of Stallion Owner. *Collection days are Monday, Wednesday and Friday. The 2010 breeding season ends July, 31 2010.*
- 5) In the event that Mare Owner does not pay the aforementioned charges a minimum fifteen (15) days prior to the scheduled date for shipment of semen, or in the event Mare Owner does not pay the service fee pursuant to paragraph 2 above, a penalty of 1 ½ percent interest will be charged per month. In the event collection proceedings are needed to collect the service fee and related costs, all collection costs including attorney's fees will be paid by the Mares Owner. Furthermore, the

stallion owner will not release papers validating the breeding until full payment is made. Full payment will mean stud service and costs related to the processing of semen.

6) Any issue regarding the validity, interpretation or enforcement of the within contract shall be determined in accordance with Montana law. The parties further agree that, in the event of such dispute, jurisdiction for the resolution thereof shall be vested in a court of general jurisdiction in the State of Montana.

7) This contract is not assignable or transferable by mare owner to any other party without the prior express written approval of the Stallion Owner. No substitution of any mare may be made without prior written approval of the Stallion owner.

8) If the breeding fee and related charges are not paid, the Stallion owner shall have a lien against the mare(s) and any foals, until all such amounts are paid in full.

9) Stallion Owner shall furnish Mare Owner a copy of an Irish Horse Board stud coverage certificate only upon payment of the service fee and all other fees. In addition to, the mare owner's veterinarian must verify in writing, the above said semen was used to breed to the mare named in this contract.

10) The contract is in total effect when semen is shipped. There will be no refunds. All costs must be paid before semen is shipped.

Twenty-four hour notice is needed to have stallion collected.

11) If the mare aborts the foal, the mare owner must provide stallion owner with a written certification from a licenced veterinarian of the abortion, before semen is shipped for a next breeding season.

12) If the mare does not conceive or is not bred in the year contracted and the stallion is no longer available for breeding the following year due to death or infertility, the stallion owner will not provide a refund.

The total costs to be paid at booking \$500.00

Breeding fee \$1,500.00

The total costs to be paid at breeding \$2,000.00

****Total cost does not reflect Highline Equine Collection and Ship Semen Contract fees.**

Processing fees are per collection. The maximum covers are for three heat cycles.
The Mare owner must make arrangements for payment and shipment of semen through Highline Equine.

Mare Owner _____ Date _____

Stallion Owner _____ Date _____