



**Belle
Mere Farm, Ltd.**
DEE & BETTY RAPER

2650 48th Ave. N.W. • Norman, Oklahoma 73072

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THIS AGREEMENT is made, executed and delivered at Norman, Oklahoma this _____ day of _____ 200_____

1. **Breeding Privileges:** Mare Owner hereby agrees to breed "the Mare" _____, Reg. No. _____ to the Stallion _____ for the _____ Breeding Season for a stallion fee of _____ plus all other fees applicable. A non-refundable booking fee of _____, to be applied to the total breeding fee is to be paid for reserving the Stallion for the current breeding season only, upon the execution of this agreement.

2. **Charges.** The Mare Owner and any individual executing this Agreement jointly and severally agree to pay to Belle Mere Farm, Ltd.: (a) the Booking Fee; (b) The Stallion Service Fee; (c) a semen handling fee at Belle Mere Farms, Ltd. published rate for each shipment of semen; and (d) all costs and expenses incurred by Belle Mere Farm, Ltd. or the Stallion Owner (including reasonable attorneys' fees) in connection with the enforcement of this Agreement. The foregoing amounts must be paid and received by the manager prior to the shipment of the semen. All other charges, including the replacement cost of any shipping container not returned to Belle Mere Farm, Ltd. in satisfactory condition, will be invoiced and payable on a monthly basis. All invoiced amounts which are unpaid after thirty (30) days will bear interest at the rate of eighteen percent (18%) per annum. The Mare Owner hereby grants Belle Mere Farm, Ltd. and the Stallion Owner will be entitled to claim and enforce an agister's lien and security interest covering the Mare, any offspring of the Mare and all registration papers and documents relating thereto until all charges hereunder are paid in full. A photocopy of this Agreement may be filed to perfect such security interest under the Uniform Commercial Code. **IN NO EVENT WILL COOLED SEMEN BE SHIPPED UNLESS ALL CHARGES DUE AND PAYABLE HEREUNDER HAVE BEEN PAID IN FULL.**

3. **Shipment.** Belle Mere Farm, Ltd.'s sole obligation under this Breeding Contract is to use reasonable efforts to ship, on Belle Mere Farm, Ltd. regularly scheduled breeding days, sufficient semen for one (1) breeding upon request. Requests must be made prior to 10:00 AM Central Standard Time on breeding days. The parties acknowledge that: (a) Belle Mere Farm, Ltd. will prefer on farm breedings over off farm breedings; and (b) the shipment and use of semen is subject to a number of conditions beyond the control of the parties so the cooled semen may not be received when the Mare is ready to breed. Accordingly, the Mare Owner acknowledges that semen may not be shipped in compliance with the requests, received by the Mare Owner in the time period or condition necessary to successfully breed the Mare or available when the Mare is ready to breed. The Mare Owner hereby disclaims and releases Belle Mere Farm, Ltd. and the Stallion Owner from all liability, damages, claims, causes of action or losses with respect to the breeding of the Mare, this Breeding contract and the shipment or collection of the semen (including consequential damages, lost breeding opportunities or lost profits).

4. **Mare Owner.** Mare Owner agrees that a qualified and experienced person in the use and handling of cooled semen will perform the insemination. Mare owner agrees to use all cooled semen provided by this agreement for the mare named in this agreement and no other. In the event of multiple embryo flushes, the Mare Owner must execute separate contracts for each Embryo Transfer. **If embryo transfer results in multiple pregnancies, then the Mare Owner must pay the Stallion Service Fee for EACH pregnancy.**

5. **Limited Live Foal Guarantee.** Should the mare abort or not have a live foal to stand and nurse, this mare will have a return privilege providing that certification by a licensed veterinarian of the abortion or birth of a foal which does not stand and nurse is received within ten (10) days of the occurrence and this agreement is fully paid. Mare Owner will be entitled to rebreed the Mare to the Stallion during the following Breeding Season only and may at the discretion of Belle Mere Farm, Ltd. be required to bring mare to Belle Mere Farm, Ltd. for such rebreed. **In no event shall any stud fee be refunded.**

6. **Certificates and Substitutions.** Belle Mere Farm, Ltd. will issue a cooled semen service certificate on the request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The mare Owner may not assign this breeding contract or substitute any other mare for the Mare. Any attempted assignment or substitution without prior written consent by Belle Mere Farm, Ltd. will terminate this Agreement and release the Stallion Owner and Belle Mere Farm, Ltd. from all obligations hereunder.

7. **Warranty.** No warranty or guaranty, express or implied, is given with respect to the cooled semen. No guarantee of delivery within a certain time period or that the cooled semen will safely reach the insemination point without losing integrity, quality or characteristics is given.

8. **Miscellaneous.** It is further agreed: (a) at the option of the Stallion Owner, if the Stallion dies, is sold, is transferred or becomes incapable of servicing mares, this Agreement will become null and void, the Stallion Service Fee (less the Booking Fee) will be refunded and the parties to this Agreement will be released from any further liability; (b) the cooled semen will not be shipped until a completed copy of this Agreement has been received and approved by Belle Mere Farm, Ltd.; (c) all notices hereunder will be effective when received by the party to whom sent, in writing and served by regular mail, postage prepaid, at the addresses set forth in this Agreement; (d) this instrument constitutes the entire agreement between the parties hereto and there are no agreement, under-standings, restrictions, warranties or representations between the parties other than those set forth herein; (e) this Agreement cannot be amended except in writing executed by the parties hereto; (f) this instrument will be construed in accordance with the internal laws of the State of Oklahoma and (g) all actions with respect to this Agreement will be instituted in the courts of such state or the United States District court for such state and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of each such court and irrevocably and unconditionally waives any objection to the venue in such court and any claim that any action has been brought in a inconvenient forum; (h) the person executing this Agreement is fully authorized to execute this Agreement on behalf of the Mare Owner; and (i) Belle Mere Farm, Ltd. acts solely as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as Belle Mere Farm, Ltd. is designated as the manager for the care and breeding of the Stallion.

Approved By: _____

Registered Owner

Belle Mere Farm, Ltd.

Credit Card # _____

Expiration Date _____

Home Phone _____

Business Phone _____

Signature Owner or Agent

ALL CONTRACTS NOT RETURNED WITHIN 30 DAYS OF ISSUANCE ARE CONSIDERED NULL AND VOID

There will be a 4% sur charge to use a credit card for payment

Please return top 2 copies, retain bottom copy for your records.