



# Strawberry Banks Farm

## Breeding Right Contract

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Strawberry Farms, Inc., dba Strawberry Bankes Farm, 1181 Quaker Road, East Aurora, New York 14052 (hereinafter SBF) and:

Name \_\_\_\_\_ Address \_\_\_\_\_  
Telephone number(s) \_\_\_\_\_ City, State, Zip \_\_\_\_\_  
Fax \_\_\_\_\_ Email \_\_\_\_\_

THE CUSTOMER, hereby contracts to breed the mare \_\_\_\_\_ # \_\_\_\_\_

to the Arabian Stallion: **A TEMPTATION** AHA # 519275 during the 2011 breeding season.

THE BREEDING FEE shall be \$3,000.00 USD

I agree to pay by check or money order ( )  
( ) MasterCard ( ) VISA ( ) American Express ( ) Discover

Account # \_\_\_\_\_ Expiration Date \_\_\_\_\_

I accept this agreement and authorize Strawberry Banks Farm to charge for breeding fees on each semen shipment via FedEx or for each shipment via the scheduled airlines requested.

I agree to pay the above charges by credit card in accordance with the Card Issuer Agreement or as checked above.

Customer Signature \_\_\_\_\_ SBF Signature \_\_\_\_\_

Date \_\_\_\_\_ Date \_\_\_\_\_

**BREEDING:**

Strawberry Banks Farm Arabian stallions will be standing at Strawberry Banks Farm. All payments are to be made to Strawberry Banks Farm, 1181 Quaker Road, East Aurora, NY 14052

(NAME OF MARE, REGISTRATION # AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT).

**OTHER SERVICES AND EXPENSES:**

**FOR TRANSPORTED (COOLED) SEMEN**

Prior to the transportation of a Stallion's semen all fees in connection with shipping must be paid in full to Strawberry Banks Farm. The semen collection and transportation fee shall be \$\_\_\_\_\_ for next day delivery (Federal Express) and \$\_\_\_\_\_ for same day delivery (Courier service to the airport). Purchaser shall pay additional charges for Saturday delivery, in addition to the charges set forth above. Shipment container must be returned via Federal Express Overnight services within 72 hours of receipt. In the event of a container not being returned on time there is a \$25.00 per day late charge. All fees, deposits and late charges must be paid in full to Strawberry Banks Farm prior to each shipment.

**CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN:**

Prior to the semen shipment to the Mare owner, Strawberry Banks Farm shall be furnished with a copy of the Mare's Registration papers.

**TRANSPORTED SEMEN AGREEMENT:**

**COLLECTION SCHEDULE** – Collection of semen for shipment with occur at 11:00 A.M. Eastern Time on Monday, Wednesday and Friday throughout the designated breeding season. Shipment will be by priority overnight FedEx unless otherwise designated.

**NOTIFICATION FOR SHIPMENT** – Mare owners must notify Strawberry Banks Farm 24 hours in advance or up to 11 A.M. Eastern time on the day of a scheduled collection for overnight FedEx. If airline shipment is requested, notifications MUST be 24 hours in advance for proper scheduling. Semen availability will be on a first come first served basis. Purchaser expressly acknowledges that all orders for semen are subject to availability.

**DESIGNATED BREEDING SEASON** – Breeding season is from February 15 through August 1. The Stallion Owner reserves the right to exhibit Stallions at certain horse shows during the breeding season. Semen will not be available at these times. The Stallions show schedule is available by calling Strawberry Banks Farm at 716-652-9346.

**REBREEDING PRIVILEGE:**

Strawberry Banks Farm 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 guaranteed a return privilege for the same Mare or a substitute Mare during the same or next season free of any additional fees except for any unpaid services or expenses for shipment of semen or non return of equitainer. If a return privilege is exercised after the same or next season a fee of \$750.00 shall be charged and paid plus any unpaid services and expenses. **The return breeding privilege can only be exercised for the two (2)-breeding seasons following the initial breeding season.**

This privilege shall not apply unless Strawberry Banks Farm is notified within ninety-six (96) hours of delivery of the aborting foal's death and a statement by a licensed veterinarian follows setting forth the details thereof and certifying that such abortion or death did not result from any act or 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 Stallion dies or becomes unfit for service and the Mare does not produce a foal, this contract shall become null and void, in which case the Mare Owners rights here under shall terminate without refund, recourse, or further obligation on the part of the Stallion Owner. Further, frozen semen will not be made available to fulfill this contract.

**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. Mare Owner further understands that insurance is available for the mortality or loss of use of the Stallion, and such insurance on the breeding right set forth hereunder is the right and responsibility of the Mare Owner. The Stallion Owner has no obligation to carry insurance of any kind on the Stallion to benefit the Mare Owner.

**REPRESENTATION:**

Strawberry Banks Farm hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated on the Semen Collection Report and that any other information on the Report shall be accurate. SBF DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OR MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

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**WAIVER OF LIABILITY:**

Except in the event of gross negligence, recklessness, or willful misconduct by SBF, it's 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 SBF 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 provision or any service to the Mare and such foal shall be born solely by the Mare Owner. MARE OWNER HEREBY AGREES THAT SBF 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 SBF 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 SBF all applicable charges, fees, services and expenses identified on the agreement. Mare Owner will pay a late charge of one and one-half percent per month or the greatest charged allowed by law on all past due moneys. All payment shall be paid in lawful money of the United States at the office of Strawberry Banks Farm, 1181 Quaker Road, East Aurora, NY 14052.

**TRANSFERS OR SALE OF BREEDING:**

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. Transfer or sale or assignment of this breeding may only take place if the breeding has been completely paid for, the new Mare Owner executes a new service contract and pays 20% of the existing breeding fee, as a transfer fee, within 30 days of the sale or the breeding becomes nullified. There are no other provisions for the transfer or sale of these rights.

**ASSIGNMENT OF STALLION OWNER'S RIGHTS:**

The Parties agree that nothing set forth in this Agreement shall limit in any way the Stallion Owner's right to sell or otherwise transfer ownership of the Stallion at any time prior to the natural expiration of this Agreement. Stallion Owner's rights and obligations hereunder may be assigned to any purchaser of the Stallion, provided that such purchaser agrees in writing to assume Stallion Owner's obligations hereunder. In the event Mare Owner elects to continue its breeding rights as assigned by Stallion Owner to a purchaser of the Stallion, such assignment shall terminate any and all rights and obligations of the Stallion Owner, and Mare Owner shall have no recourse against the Stallion Owner.

**MISCELLANEOUS PROVISIONS:**

Mare Owner hereby agrees to indemnify and hold harmless the SBF parties from and against any and all claims, demands, causes of action, damage, costs and expenses. Losses or liabilities, at law or in equity, or 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 of SBF 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 days notice, signed by both parties. Any communication or 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 at the end of the Agreement with proper postage for first-class mail.

Mare Owner shall reimburse SBF 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 SBF.

In the event of the 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, on 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 governed by construed and governed by the laws of the state of New York. Any dispute related to this Agreement shall be resolved by binding arbitration through the American Arbitration Association in Erie County, New York before a single neutral arbitrator who shall be familiar with the equine industry, and who shall award costs and attorneys fees to the prevailing party.

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