

ANSATA EL SHAHRAF

Breeding Rights Agreement

This Breeding contract, entered into this ____ day of _____, 2010, by and between BARAKA FARM (hereinafter Breeder) and

Mare Owner (hereinafter Mare Owner/Lessee) _____

() Check here if you are not the recorded owner. A signed copy of a lease or legal mare owner's approval to breed is thus required.

Address _____ City _____ State _____ Zip _____

Phone _____ (Res.) _____ (cell) Email address: _____

Name of Mare: _____ AHRA # _____ Year of Birth _____ Color _____

Name of Stallion: **ANSATA EL SHAHRAF** (hereinafter referred to as "Stallion"); AHRA # **479623**;

Year of Birth **1992**; Color: **GRAY**

BARAKA FARM, whose address is **5223 Hwy 71 So, Cove, Arkansas 71937**, Phone number: **870 387-8439** hereby agrees as follows:

- 1) **AGREEMENT TO FURNISH BREEDING RIGHTS.** Breeder agrees to furnish breeding rights for Mare Owner's mare (hereinafter referred to as Mare) as listed above, to **ANSATA EL SHAHRAF**. Only one (1) mare is to be bred on this breeding right, and only one (1) foal will be authorized for registration as a result of this breeding. Mare Owner agrees to give the Mare ample opportunity to conceive, as required by Breeder.
- 2) **PAYMENT**, Mare Owner will pay to breeder the following:
 - a. A booking fee of **\$800**, due with this signed contract.
 - b. A service fee of **\$1700**, which must be paid prior to the execution of this Breeding Rights Agreement.
 - c. A handling fee of **\$150**, due to Baraka Farm, at time of breeding. This fee applies to mares bred at the farm. It does not apply to mares receiving transported semen.
- 3) **BREEDING TERMS**
 - a. **Method of Breeding**; Breeder may breed the Mare naturally by live cover, by artificial insemination or any other method deemed appropriate by Breeder. At Mare Owners option, Mare may also be bred with cooled semen, shipped from the Breeder to the mare.
 - i. **SHIPPED SEMEN** is subject to a collection and lab fee of \$250, per collection. Mare Owner is also responsible for all priority overnight courier fees. Shipments are only made by courier, and are not available on Saturday or Sunday.
 - ii. Shipped semen requires the use of a special, disposable container that will be supplied by Baraka Farm. Mare Owner may also choose to purchase a new EST hard shell, reusable, container from Breeder to be used exclusively for Mare at a cost of **\$89.95**, and will be the property of Mare Owner. Advance notice required.
 - iii. Baraka Farm shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the container has left Baraka Farm, Inc.
 - iv. Baraka Farm shall collect and transport semen on Monday, Wednesday and Friday only. **IF POSSIBLE**, with advance notification, Tuesday or Thursday collections may be arranged. Holiday and weekend shipments are not an option. Mare owner will be notified in advance of any additional unavailable dates.
 - v. **MARE OWNER AGREES TO REQUEST COLLECTION BY 10 A.M. CENTRAL STANDARD TIME, ON THE DAY PRIOR TO SHIPMENT,** unless other arrangements are made in advance. Baraka Farm does not guarantee a semen shipment if a request is not received **AT LEAST** 24 hours in advance. Should Stallion be overbooked on a particular day, Breeder shall not guarantee semen to Mare Owner, and will provide semen on a "first come, first serve" basis, or according to the size of the follicle. Good and advanced communications assures the Mare Owner of the best service.
 - vi. **BREEDING SEASON**: Breeder and Mare Owner agree to breed mare through Three (3) HEAT CYCLES or through the breeding season stipulated herein as FEBRUARY 15 through JULY 15 and SEPTEMBER 1 through OCTOBER 15 which is the latter, to allow a fair opportunity to settle Mare. NOTE: Breeding season dates are subject to change at the sole discretion of Breeder.
- 4) **SUBSTITUTION OF MARE**: Should Mare Owner wish to transfer breeding rights to a mare, other than the mare listed above, Breeder must be notified in writing prior to the Mare being bred.
- 5) **LIVE FOAL GUARANTEE**: Should the Mare fail to conceive or produce a Live Foal after being bred for **3** breeding cycles as a result of this breeding, the Mare is entitled to be rebred during the following year's breeding season, provided Breeder is notified, in writing, that a Live Foal was not produced within seven (7) days after the event which established that the Mare did not produce a Live Foal; a veterinarian's certificate indicating the reason a Live Foal was not produced shall be required before Breeder is required to provide any rebreeding. Live Foal shall be defined as a foal that stands and nurses without assistance for a period of seventy two (72) hours from the time of birth. Beyond the second breeding season, all Mare Owner's rights to breed to the stallion are terminated. Mare Owners rights to breed to the Stallion will

be terminated if Mare is bred to another stallion, without written consent of Breeder, prior the Mare being bred. Under no circumstances shall any refund of any fee be made to Mare Owner. Should the original Mare prove unbreedable, the Mare Owner may substitute another mare. That mare is to be approved, in writing by Breeder. All provisions of this contract shall apply to any substitute mare furnished for breeding pursuant to the terms of this contract. ***In the case of rebreeding of the original or substitute mare the second breeding season, Mare Owner will pay Breeder a one time rebreeding fee of \$800, prior to any such breeding.*** Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinoneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide Baraka Farm with a certificate indicating that such vaccination has taken place at the time the Mare owner requests a rebreed pursuant to this section.

- 6) **DEATH OR DISABILITY:** If the Stallion dies or becomes unserviceable before completing this obligation, Breeder agrees to furnish Mare Owner with services to another stallion selected by Breeder.
- 7) **SALE OF STALLION:** Should the Stallion be sold before completing this obligation, Breeder agrees that any unfulfilled breeding obligation will be transferred to the new owner of the Stallion, wherever the location, or Breeder may, at Breeder's option, refund all service fees previously paid hereunder and terminate this Agreement, or Breeder may, at Breeder's option, furnish Mare Owner with services to another Stallion selected by Breeder.
- 8) **LOCATION OF MARE:** Mare Owner agrees that any shipment of Mare to or from the farm where the Stallion stands shall be at Mare Owners sole risk and expense. Mare Owner will be required to pay board, farrier services and medical care for the Mare. Whenever delivered to Breeder, the Mare shall be healthy, in sound condition for breeding, halter broken, not unruly, nor wearing hind shoes. Breeder reserves the right to transfer unruly mares to a veterinary facility for board and breeding. Mare owner agrees to pay board and breeding fees required by that or another facility chosen by breeder. Mare should be accompanied by a copy of a negative coggins and negative culture test, dated within 30 days of arrival.
- 9) **TERMS:** Any differences or disputes etc. involving the interpretation of any or all of the terms of this contract shall be interpreted in a manner most reasonable considering the nature of the business involved and in accord with the generally accepted standards, practices, and procedures of stud servicing of this nature throughout the United States. In making such interpretations, no special emphasis shall be placed upon the face of the contract herein prepared or provided by BARAKA. If arbitration is had, it shall take place in Polk County, State of Arkansas.
 - a. In the event of breach of this contract of any part hereof by Mare Owner, Mare Owner agrees to pay any and all reasonable and necessary attorney's fees or other expenses of any kind incurred or which may be incurred by or on behalf of BARAKA, whether or not arbitration is had.
 - b. The laws of the State of Arkansas thereof shall govern this contract and the terms.
 - c. This contract shall be the whole of the contract between the parties. No alleged oral alternations, additions, or amendments shall be given any force or effect without having been reduced to writing and signed by both parties to this contract. It is specifically understood and agreed that ALL terms, conditions, requirements, prior to the execution of this contract has been consolidated and is embodied throughout the total contract itself and that this contract is binding upon the parties thereof, their heirs, personal representatives, and assigns.

EACH SECTION BELOW MUST BE FILLED OUT IN ITS ENTIRITY. FAILURE TO DO SO, INCLUDING CREDIT CARD INFORMATION, MAY DELAY SHIPMENTS.

() ENCLOSE COPY OF REGISTRATION () IF LEASED, PLEASE ENCLOSE PROOF OF LEASE

Fees enclosed: Booking Fee _____ Stud Service Fee _____

1st Collection Fee _____ Check No. _____ Date _____

VISA/MasterCard: Name _____

Card No. _____ Expiration Date _____

Federal Express Account Number (if available) _____

Dated this ____ day of _____, 2008

Authorized Signature BARAKA FARM Date

Signature MARE OWNER (S) Date

If you have any questions whatsoever, please feel free to call us at 870 387-8439.