

EQUINE INTERNATIONAL COLLECTION

Philip & Lisa Grossi, Stallion Owners
Thunderball Ranch
2391 Mt. Ellis Lane
Bozeman, MT 59714
Breeding Office: (406) 600-9017
Trainer: Sahar Hirosh (516) 448-3430
Barn: (406) 586-4788
Res: (406) 586-3497

**Transported Semen Breeding Contract
February 1 through August 15, 2009 Breeding Season**

This contract is made by and between **PHILIP GROSSI** and **LISA GROSSI** ("Stallion Owners") and _____ ("Mare Owner") of: _____ (Address), for breeding of the Mare: _____ to the Elite Oldenberg Stallion "Coco Cavalli" of the Verband der Züchter des Oldenburger Pferces 33-12712-96 of the Oldenburger Hengstreigister.

- 1. **THE MARE:**
Registered Name of Mare: _____
Sire: _____ Dam: _____
Breed: _____ Registration No.: _____
Year Foaled: _____ Brands/Tattoos: _____
Color & Markings: _____

The Mare Owner may not substitute another mare for breeding without the prior written consent of the Stallion Owner. Embryo Transfers are also prohibited without the written permission of the Stallion Owner. Semen will remain the property of the Stallion Owners and any semen not administered to the Mare must be destroyed.

- 2. **FEES:**
Mare Owner agrees to pay the Stallion Owner the following fees for up to four (4) collections for each mare per breeding season:
 - a) A non-refundable Booking Fee of \$250.00 due at the signing of the contract.
 - b) A breeding fee of \$1600.00 is payable prior to the first shipment of semen.
 - c) Shipping and courier fees are the responsibility of the Mare owner. Mare owner is to set up payment account with Mid-Atlantic Equine Medical Center (609) 397-0078 for collection and shipment of semen.
 - d) The REPORT OF PREGNANCY STATUS must be reported via phone or emailed to: cococavalli@live.com on or before December 1st of the breeding year. Failure to do so may jeopardize your live foal guarantee.

3. RESERVATIONS FOR SEMEN:

The Stallion Owners receipt of the above Booking Fee confirms the Mare's reservation to breed to the Stallion for the Present Breeding Season which will extend from February 1st until August 15, 2009. Equine International Collection stallions are collected Mondays, Wednesdays, and Fridays, (excluding holidays). Twenty-four (24) hours advance notice prior to day of collection is requested for all shipments. Cancellations will be taken up until 11:00 AM EASTERN TIME the day of collection/shipment. In the case of a cancellation, Mare Owner must contact Mid-Atlantic Equine Medical Center (609) 397-0078 and Sahar Hirosh, the Trainer (516) 448-3430.

4. Mare owner understands that the Stallion, Coco Cavalli, may be unavailable for breeding due to his show schedule.

5. CONDITIONS:

Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a license veterinarian. In the event the Mare is barren, the Stallion Owner requires submission of a recent negative intrauterine culture certificate (within 60 days). In some cases, the Stallion Owner may also require uterine biopsy and/or progesterone assay. In all cases, a veterinarian must certify the Mare's immunization for equine rhinopneumonitis (equine herpes type I) have been kept current.

POST BREEDING: The following are post-breeding conditions:

- a) Mare Owner is to have Mare examined by a licensed veterinarian at approximately 21 and again at 55-60 days. It is important that Equine International Collection is made aware of the pregnancy status following these exams. Please notify us by telephone or email.
- b) The Mare Owner agrees to take all necessary and appropriate care during the pregnancy of the Mare, including but not limited to the following steps subsequent to the last breeding of the Mare:
 - to have the Mare vaccinated for virus abortion (Equine Rhinopneumonitis) at the 5th, 7th, and 9th months of pregnancy;
 - proper supplements; and
 - provide care and attendance at foaling.

The Mare Owner further agrees that failure to following this provision will waive the Live Foal Guarantee.

6. RETURN OF SERVICES:

Mare Owner shall not be entitled to a refund of fees paid hereunder except as set forth in Section 6, below. However, the Mare Owner shall have the right of return to the Stallion's service in the following breeding season only in the following circumstances:

- a) If the Mare does not settle during the Present Breeding Season, she is eligible for return to the Stallion the following year if the Mare Owner submits a veterinarian's

certificate to that effect. The Mare Owner recognizes the Stallion Owner's right to require a negative intrauterine culture certificate prior to the Mare's return of service.

- b) If the Mare is examined in foal but becomes barren during gestation, she is eligible for return the following year if the Stallion Owner receives a veterinary certificate of barrenness within five (5) days of the examination.
- c) If the Mare subsequently produces a live foal that is unable to stand alone and nurse within 24 hours, and subsequently dies, a veterinary certificate must be provided within five (5) days from the date of death indicating the cause of death.
- d) In all cases, the required veterinary certificate shall affirm that the Mare had been immunized for equine rhinopneumonitis (equine herpes type I) during pregnancy and the date of such vaccinations. Where appropriate, the certificate shall also confirm that the Mare was properly cared for during gestation and was attended at foaling. The Stallion Owner's timely receipt of the required veterinary certificates is a condition precedent to any right of return the following year.
- e) All rights of return of breeding service of the Stallion shall be subject to that current year's rates. All shipping and courier charges are the responsibility of the Mare Owner.
- f) If Mare is unsuccessful after the 2nd calendar year breeding season, the Mare must be tested for reproductive issues. Depending on outcome and treatment of that testing, and the breeding Live Foal Guarantee will be negotiated.

7. REFUND OF FEES:

This contract shall be null and void if the Mare is not in foal and if the Stallion should die, be sold or be determined by the Stallion Owner not to be fit for breeding, the Mare Owner shall be entitled to a refund of the Breeding Fee and all applied deposits. In no event shall the Stallion Owner be liable to the Mare Owner or any other person for the failure of the Mare to produce a Live Foal for any reason whatsoever under the above circumstances.

8. BREEDING CERTIFICATE:

Stallion Owner shall furnish to Mare Owner a breeding certificate should the Mare be in foal, only upon payment of the breeding fees. The Mare Owner is responsible for obtaining blood types of the Mare and Foal. The blood type of the Stallion is on file with the appropriate breeding societies and it is the responsibility of the Mare Owner to comply with the society rules for registration of foals. Stallion Owner does not warrant that the foal will be acceptable for a particular breed registry.

Mare Owner agrees to incorporate "Coco" and/or "Cavalli" into the registered name of the Foal, for example Coco Cartier, Cavalli Dance, etc.

9. NON-ASSIGNMENT:

This contract cannot be assigned or transferred by the Mare Owner. There shall be no right of return to the Stallion if the Mare is sold or otherwise changes ownership after having been bred by the Stallion.

10. WARRANTY:

The Stallion Owners are not responsible for lost, delayed, or damaged semen and make no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the Stallion's, Coco Cavalli.

11. ENTIRE AGREEMENT:

Both parties agree that this contract contains the entire agreement of the parties and may be modified only by mutual agreement. The contract shall be construed and governed by the laws of Pennsylvania and Montana, and shall be binding upon the parties hereto and their personal representatives.

Mare Owner

Stallion Owner

Address

Philip & Lisa Grossi
2391 Mt. Ellis Lane
Bozeman, MT 59715

Telephone

Breeding Office: (406) 600-9017
Barn: (406) 586-4788

Fax_____

Sahar Hirosh, Solebury, PA
(516) 448-3430

Email_____

Email: CocoCavalli@live.com

Date_____

Date:_____

VISA/Mastercard/Discover/American Express Number: (circle specific card)

_____ Expiration Date:_____

Verification Code Number:_____