

Breeding Agreement

Fresh Cooled Shipped Semen

This Breeding Agreement is made and entered by and between _____
of (address) _____
(telphone) _____ hereinafter referred to as Mare Owner and Greenstone Farm, LLC
of 4138 Mt. Airy Rd. Culpeper, VA 22701, telephone: (540) 423-9337.

1. Greenstone Farm, LLC hereby sells and Mare Owner(s) hereby purchases a breeding to Bavarian Warmblood (dark bay and white Pinto) stallion Sinclair B, registration number DE 384 850080591. This horse will be hereafter referred to as "Stallion". This Breeding Agreement entitles Mare Owner to breed Mare Owner's mare listed below to Sinclair B through artificial insemination.

By their signatures to this Agreement, the Mare Owner(s) confirm a reservation to breed the following mare:

Name of Mare:	Breed:
Color/Descrip.	Reg. #:
Sire:	Dam:

2. Mare Owner agrees to pay the following fees to Greenstone Farm, LLC for services rendered. Booking and Stud Fees must be paid in full before any semen is shipped; additional Collection fees are due as they are incurred.

A) A **non-refundable** Booking Fee of \$250.00 in US dollars includes *first* collection, shipping and one shipping container. (Additional collections needed are subject to fees referenced below.)

B) A **non-refundable** (see Live Foal Guarantee paragraph 4) Stud Fee of \$ _____ is due (minus any discounts) and must be paid in full before semen is shipped.

Early Bird Booking Discount 10% _____
(Applies if Booking Fee paid before Jan. 31st)

Early Booking Discount 5% _____
(Applies if Booking Fee paid before Mar 31st)

2-3 Multiple Mare Discount 5% _____
(Applies to each mare's Stud Fee / Mix and Match GSF stallions)

4+ Multiple Mare Discount 10% _____
(Applies to each mare's Stud Fee / Mix and Match GSF stallions)

Repeat Customer Discount 10% _____
(Applies if you have **ever** bred any of your mares to any of our stallions.)

Total Stud Fee Due: _____

C) The Collection Fee of \$250.00 per collection includes collection, shipping container and shipping costs. The first Collection Fee is included in the Booking Fee. Any additional collections will be charged a Collection Fee and must be paid before collection takes place.

3. Collection Policies

- A) Greenstone Farm, LLC does not provide counter to counter service
- B) Shipments may be sent Fed Ex or UPS overnight
- C) 24 hour notice must be given prior to collection or collection cannot be guaranteed
- D) Greenstone Farm, LLC will collect Monday through Friday

4. Live Foal Guarantee

A) If the Mare Owner's mare aborts or fails to produce a single live foal that can stand up alone and nurse within 24 hours after birth, Mare Owner are entitled to re-breed the mare until the mare delivers a viable foal *provided* that the Mare Owner furnishes a satisfactory certificate issued by a licensed veterinarian attesting to the occurrence within thirty (30) days of the date it occurs.

B) If a licensed veterinarian determines that the mare is unsuitable for breeding , the mare owner may substitute a new mare. This substitute mare shall be bred under the same terms and conditions as the original mare.

C) Should the stallion become unfit for breeding or die before a live foal is obtained by the Mare Owner, Mare Owner may opt to use frozen semen from the Stallion to fulfill the contract. Should Mare Owner choose not to use Frozen Semen, Mare Owner has the right to substitute Fresh Cooled Semen from another stallion owned by Greenstone Farm, LLC provided the stallion collects and ships for AI.

5. Forfeiture of Live Foal Guarantee

The entire Stud Fee set forth in paragraph 2B above, shall be retained by Greenstone Farm, LLC and the Live Foal Guarantee above becomes null and void if Mare Owner does any of the following:

- A) Fails to pay any fees or sums due to Greenstone Farm, LLC under this Agreement;
- B) Fails to produce the veterinary certificate referenced in paragraph 4, above;
- C) Improper care and attention of Mare, contrary to veterinary recommendations. (Proper care shall include, but shall not be limited to: proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations and proper intervention during foaling if necessary.)
- D) If the mare fails to produce a live viable foal within four years from the date of this Breeding Agreement.
- E) If Mare Owner decides not to fulfill the contract of their own accord.
- F) The Live Foal Guarantee is not transferable. E.g., there shall be no right of return service to the Stallion or Live Foal Guarantee if the Mare(s) is sold or otherwise changes ownership after entering into this Breeding Agreement.

6. Warranties and Disclaimers

A) Greenstone Farm, LLC only assumes responsibility that a minimum of 1 billion progressively motile sperm per breeding dose of semen is live and viable upon placement in the shipping container. Once the shipping container leaves the possession of Greenstone Farm, LLC, Greenstone Farm LLC is no longer responsible for the condition and treatment of the semen.

B) Greenstone Farm, LLC is not responsible for lost, delayed or damaged semen.

C) Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry and will pay all associated fees and expenses.

D) Mare Owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise. Mare Owner(s) agrees to hold harmless Greenstone Farm, LLC, and its employees, agents, officers and assigns from any liability for any and all damages associated therewith.

E) Greenstone Farm, LLC is not responsible for untimely or negligent insemination or failure of insemination. Mare Owner agrees to hold harmless Greenstone Farm, LLC, and its employees, agents, officers and assigns from any liability for any and all damages associated therewith.

F) Mare Owner will have a veterinarian check Mare for normal breeding conditions and to perform, at Mare Owner's expense, pregnancy testing or such other veterinary care as necessary.

G) Mare Owner agrees to hold harmless and release Greenstone Farm, LLC and all of its respective members, managers, employees, agents, insurers, heirs, assigns, affiliated persons, and others, acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain from any cause whatsoever arising out of the breeding of Mare (except if such damages were caused by Greenstone Farm, LLC's gross negligence or wanton and willful misconduct). Mare Owner further agrees to release and hold Greenstone Farm, LLC harmless from any liability if Mare does not settle in foal.

Except for any other written agreements that Mare Owner and Stallion Owner may sign, such as a Boarding Agreement or Liability Release, this Agreement contains the entire understanding of the parties in respect to its subject matter; there are no oral or written promises or representations upon which the Mare Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by both Mare Owner and Greenstone Farm, LLC. The invalidity or unenforceability of any terms or clauses of this Agreement shall not affect the validity and enforceability of any other terms or clauses.

The Agreement shall be construed in accordance with and shall be governed by the laws of the State of Virginia. Any legal action must be brought in the county of Orange.

OR

The parties to the Agreement mutually agree that any and all disputes arising in connection with this Agreement shall be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators appointed in accordance with said rules. Said arbitration shall take place in Orange County Virginia.

Mare Owner has read and accepts all terms appearing on each of the four pages of this Agreement.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____
20____.

BY:

Greenstone Farm LLC
Authorized representative

Witness

Of:

4138 Mt. Airy Rd.
Culpeper, VA 22701
(540)423-9337

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____,
A.D., 20____.

BY:

X.
Authorized representative (Mare Owner)

X.
Witness

Of:

Address:
Phone Number

Please indicate the Shipping Address, Phone Number and Contact Person for Semen Deliveries:

Contact Person:	
Phone Number:	
Shipping Address:	
UPS / FedEX Preference	
Special Instructions:	

