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# DREYM BAY FARM

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## POSSESION PGA BREEDING CONTRACT

### PARTIES

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between:

Dreym Bay Farm

1500 JD Walton Road, Newnan, GA 30263

770.252.2705 nan\_harley@yahoo.com

AND

Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

## MARE

This agreement relates to the mare described below and must be accompanied by a completed Mare Health Form and a copy of Registration Papers:

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Registered Name

Sire

Dam

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Registration Number

DOB

Color

Breed

**1. STUD FEE:** Customer contracts to breed their mare to Possesion PGA (AHA #613931) during the 2023 breeding season which terminates July 15 of that year.

a. The stud fee is \_\_\_\_ Purebred Arabian (\$2500.00) \_\_\_\_ Half Arabian (\$1250.00)

b. Type of foal

\_\_ Purebred Arabian (\$2500.00)

\_\_ Half Arabian (\$1250.00)

**2. FEE SHEDULE:** Except for Spotlight, AWPA, Medallion and SSS breedings, the stud fee is payable as follows:

a. A nonrefundable \$500.00 Booking Fee is **due at the signing** of the agreement. The Booking Fee will be a part of the entire stud fee.

b. 50% of the balance of the stud fee is **due prior to** the 1<sup>st</sup> shipment of semen. Customer is responsible for the transport fee for each collection in the amount of \$150.00 to be collected by Langdon Farms.

c. The remaining balance **is due upon Mare checking in foal at 60 days.**

**2. LIVE FOAL GUARANTEE:** Drey Bay Farm guarantees a return breeding, subject to a rebreed fee, the following season should a live foal (defined as a foal who stands and nurses within 24 hours of birth without assistance) not result from this breeding. Death of a foal before qualifications as a live foal must be certified in writing by a licensed veterinarian and received by Drey Bay Farm within 10 days of the foaling date. Rhinopneumonitis vaccination must be completed in the months 5, 7, and 9 of pregnancy for the live foal guarantee to apply. Written documentation of vaccinations will be required in the event of an aborted or dead foal.

**3. TRANSFER:** If the mare fails to conceive as certified in writing by a licensed veterinarian after being inseminated for 3 heat cycles, Drey Bay Farm will have the option to approve the Customer's

replacement mare. The breeding is non-transferable to any party other than the Customer who initiated the purchase of the original breeding.

**4. REBREED:** If the mare fails to conceive or to produce a "live foal" in the first year of breeding, a \$500.00 rebreed fee will be charged and payment in full shall be required before the shipment of semen the next year semen is ordered.

**5. STALLION GUARANTEE:** Should Possesion PGA be unavailable for medical reasons including infertility, as substantiated by a licensed veterinarian or by death, the Customer shall be refunded, the Stud fee in paragraph 1, except for the \$500.00 Booking Fee. No refunds for Spotlight breedings or breedings booked while stallion owned by Palmetto Arabians, LLC.

**6. REGISTRATION:** The Customer will be responsible to contact Drey Bay Farm for a Transported Semen Certificate or proper signature which is required for foal registration. If all fees are not paid in full, the Transported Semen Certificate or proper signatures will be withheld until customer has paid in full and is in good standing with Drey Bay Farm.

**7. ACKNOWLEDGEMENT:** This contract must be signed and returned within 60 days of the contract date along with the Booking Fee, otherwise it is void. The Customer agrees to complete and return the included insemination information forms in the returned shipping container.

**8. NONASSIGNABILITY:** Clients may not assign any rights or delegate any duties under the contract without written consent of Drey Bay Farm. This breeding is NOT transferable to another person and must be used for the breeding season specified in the contract.

**9. ENTIRE AGREEMENT, CONSTRUCTION, JURISDICTION AND ATTORNEY'S FEES:** This contract contains the entire understanding of the parties concerning this subject matter and may be modified only in writing. Headings are for convenience only and not part of the Contract. The invalidity of unenforceability of any terms or provisions shall not affect the validity remaining provisions. This contract shall be construed in accordance with the laws of the State of South Carolina. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in the State of Georgia. If a lawsuit is filed with respect to the Contract the prevailing party shall be entitled to collect all reasonable attorney's fees and cost. Customer fully understands, authorizes, and assumes the special risks inherent in breeding horses with the use of transported semen. Customer also understands the risk of failure due to many variables and unknown causes and shall not hold Drey Bay Farm responsible for any losses suffered or unsuccessful attempts at conception.

**Customer has read, understands and agrees to all items and conditions of the agreement.**

Customer: \_\_\_\_\_ Date: \_\_\_\_\_

By: **Nanette P Harley** \_\_\_\_\_ Date: **11/27/2022** \_\_\_\_\_

For Drey Bay Farm