

**Hi-Star Farms
Singh Real Estate Enterprises**

Breeding Contract

This agreement is made this _____ day of _____, 20____ by and between Hi-Star Farms (Singh Real Estate Enterprises, Inc.) hereinafter called "Stallion Owner/HSF" and

(Name of Mare Owner/Lessee)

(Street Address)

(City, State, Zip)

(Telephone)

(Email Address)

hereinafter called "Client"

Stallion "Cocktails Olymp" (**Westfalen Horse Association**, Registration #DE304040635399;
Oldenburg, Registration #04-06353-99)

Stallion owner agrees to breed:

(Mare's name)

Registration # _____

Color: _____

Sire _____

Registration # _____

Dam _____

Registration # _____

Number of foals previously produced by mare _____

Breeding problems (if any) _____

Option 1

The stud fee for "Frozen Semen" shall be \$2500. A \$500 non refundable booking fee shall be payable on execution of this contract. In addition to the above breeding fee:

- A. Client agrees to pay \$250 deposit on the equitainer before the first shipment. The deposit is fully refunded to the Mare Owner when the equitainer is returned, with all parts intact. Equitainer must be returned in forty-eight hours after insemination. If equitainer is not received within five (5) working days from shipment, Mare Owner will be assessed a daily rental fee of \$25.00 per day until returned.
- B. Client agrees to pay a shipping fee to be determined based on what form of transportation is used.

Option 2

The stud fee for "Fresh Cooled Semen" shall be \$2500. A \$500 non-refundable booking fee shall be payable on execution of this contract. In addition to the above breeding fee:

- A. Client agrees to pay \$250 deposit on the equitainer before the first shipment. The deposit is fully refunded to the Mare Owner when the equitainer is returned, with all parts intact. Equitainer must be returned within forty-eight (48) hours after insemination. If equitainer is not received within five (5) working days from shipment, Mare Owner will be assessed a daily rental fee of \$25.00 per day until returned.
- B. Client agrees to pay a shipping fee to be determined based on what form of transportation is used.
- C. All expenses incurred with collection, shipping, etc. is the responsibility of the Mare Owner.

It is hereby understood and agreed that Client's mare will be cultured with verification sent to Stallion Owner prior to shipment of semen. Semen shall be shipped only to the Client's equine practitioner, designated herein by Client:

(Name of Veterinarian)

(Telephone)

(Shipping Address)

All inseminations must be performed by an equine practitioner experienced in equine artificial insemination, including frozen semen.

Client understands that at least 24 hours advance notice must be provided to Hi-Star Farms for semen collection and shipment (note: this means up to 48 hours prior to the time the Client actually receives the semen and the Mare can be inseminated). If less than 24 hours advance notice is given, the request will be accommodated if reasonably possible, but at the sole

discretion of Hi-Star Farms. Norman semen collection will be done on a Monday through Friday schedule. No semen will be collected or shipped on Sundays. Semen will not be collected or shipped on nationally recognized holidays, the first normal collection day following the nationally recognized holidays will be the next collection day. The above applies to fresh cooled or frozen semen.

Client hereby agrees to have the mare examined for pregnancy between 16 and 20 days following the last date of insemination by ultrasound and will notify Hi-Star Farms within ten (10) days of the results.

After two unsuccessful breeding cycles, the mare will be subject to a veterinary evaluation at the client's expense.

The client will be responsible for all veterinarian charges related to pregnancy of the Mare.

Hi-Star Farms shall provide a return breeding to the same mare during the 20____ breeding season providing that the mare fails to conceive during the 20____ breeding season or fails to deliver a live foal from that breeding. As used in this agreement, the term "live foal" means a foal which stands and nurses. Client shall provide Hi-Star Farms a written report from a licensed veterinarian with ten (10) days after the event if the mare aborts or if the foal does not stand or nurse. Hi-Star Farms may, but shall not be required to, allow a client to substitute in the event the mare does not conceive, aborts, or otherwise does not deliver a live foal. In no event, however, shall Hi-Star Farms have any further obligations under this agreement after the 20____ breeding season.

Stallion Owner makes no warranties or representation whatsoever with regards to the use of said semen and any foal or foals from the use of same.

If the stallion is not available for service because of death or injury, the stud fee less the booking fee will be returned.

If either party institutes arbitration, suit or legal proceeding to enforce this contract, the prevailing party in such suit or legal proceedings shall be entitled to be reimbursed for its legal fees and expenses relating to such suit or legal action. All suits must be filed and disputed in the State of New Jersey.

This contract shall not be assigned or transferred without the expressed, written consent of the Stallion Owner.

This contract is binding upon parties hereto, their heirs, successors and assigns and is governed by the laws of the State of New Jersey.

I/we the undersigned certify that we are the Client named herein or a duly authorized agent thereof, as witnessed by my/our signature(s). I/we also certify that I/we have read and understand the terms of this agreement and the attached fee schedule.

Initial the option desired:

COCKTAILS OLYMP

Option 1/Frozen Semen @ \$2,500.00 _____

Option2/Freshed-cooled semen @ \$2,500.00 _____

(Date)

(Client)

(Date)

(Stallion Owner)

Mare owner will be communicating with:

Christopher Schruefer

Hi-Star Farms

251 New Freedom Road

Southampton, NJ 08088

(484) 678-6123

christopher@histarfarms.com

<http://www.histarfarms.com>