

# LIVING LARGE STALLION

## 2020 BREEDING CONTRACT

This agreement (the "Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between Living Large LLC (referred to herein as Owner/Breeder - Living Large LLC ("L LLC")) and \_\_\_\_\_, Mare Owner ("Mare Owner") (collectively, the "Parties"). Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address \_\_\_\_\_ Phone \_\_\_\_\_

All rights and responsibilities between the Parties for the 2020 breeding season are as follows:

1. Mare Owner agrees to breed:  
>>AQHA registered Mare named \_\_\_\_\_ Registration # \_\_\_\_\_  
>>APHA registered Mare named: \_\_\_\_\_ Registration # \_\_\_\_\_  
>>Other registered Mare named: \_\_\_\_\_ Registration #(specify): \_\_\_\_\_

To the Stallion, Living Large: APHA #971,497 and AQHA # X068643 herein referred to as "Stallion") during the 2020 breeding season commencing February 15<sup>th</sup>, 2020 and ending July 15, 2020. Mare Owner agrees to pay the breeding fee of \$1,750.

2. BREEDING FEES: (U.S. DOLLARS) **Check to be made out to Living Large LLC**  
\_\_\_\_ \$1,750 (One thousand seven hundred and fifty dollars shall be paid in full upon execution of this contract.  
\_\_\_\_ \$300 (Three hundred dollars) discount is given for:
  - World Champion Mares
  - Reserve Champion Mares
  - World Champion Producing Mares

\_\_\_\_ \$250 Discount is given for repeat (consecutive years only) breedings.

NOTE: Maximum discount to be applied is \$500.

NOTE: The payments provided in paragraph 2 are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional Breeding Fee of \$1,750 for each embryo or resulting foal. No breeding certificate for any foal shall be issued without such additional payment.

3. CHUTE FEE: \$400.00 (Only applicable if the breeding was purchased through another source-auction or sale) **Check to be made out to Living Large LLC**

4. SHIPPING FEES (please check one): **Check to be made out to Dr. Kory Niswender and must be received before semen is shipped**

Counter to counter airport carrier fee \$400.

Shipped semen via Federal Express, UPS or other next day courier \$300 + freight.

Shipped Frozen Semen \$350

Picked up semen at \_\_\_\_\_ (your container) \$200.

Shipped semen via Federal Express, per shipment (Canada) \$482 + freight.

Purchase disposable shipping container \$45.

Mare Owner is responsible for returning non-disposable container to Dr. Niswender at the Mare Owner's expense within 5 days of receipt. After 5 days Mare Owner will be charged \$20 daily rental. Breeder makes no representation or warranties, express or implied, regarding the delivery of the Cooled Semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost, or mishandled deliveries.

5. MARE BREEDING CONDITION: Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection, or disease. In the opinion of the attending veterinarian and at the sole discretion of the attending veterinarian, any Mare determined not to be in sound Breeding Condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another Mare for Breeding to Stallion, subject to all the terms and conditions of this Breeding Contract.
6. SEMEN HANDLING: Mare Owner agrees to comply with all AQHA/APHA or other pertaining breed requirements, as applicable, concerning the use and handling of cooled semen. Frozen semen is available on high volume days, inclement weather, and, if Stallion is gone to a select set of shows. A qualified, experienced and licensed veterinarian competent in the use and handling of cooled or frozen semen should perform the insemination. The Breeder, in its sole discretion, may refuse to ship semen beyond three shipments, if the Breeder believes the insemination is not proper, or the Mare is not healthy. Semen will be collected only on established Breeding days and no representations or warranties are made or implied that Cooled Semen will be available at the time requested by the Mare Owner.
7. LIVE FOAL GUARANTEE: "Live Foal" is defined as a foal born alive that stands and nurses. It is understood that if a Mare proves barren, aborts her foal, or if the foal is stillborn or otherwise does not meet the definition of "live foal", Mare Owner is guaranteed one (1) return breeding in 2021 for a re-breed booking fee of \$400. Written notification within one week of foal loss from a licensed veterinarian is required to certify the loss.
8. COLOR GUARANTEE: The resulting foal from the Breeding of the above-named APHA Mare must be eligible for Registration in the appropriate breed. If the resulting foal is not eligible based on color requirements for Registration, the above-named Mare Owner is guaranteed a slot to breed a Mare of his/her choice the following Breeding year only. There shall be a rebreed fee of \$850.

9. BREEDERS CERTIFICATE: A Breeders Certificate produced by the appropriate Association shall be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full, and upon notification to Stallion Manager of the birth.
10. If the Stallion dies, or is sold or becomes incapable of servicing mares for any reason, and mare has not been bred, all fees accrued will be due and the Parties to this Agreement will be released from further liability.
11. WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS: MARE OWNER HEREBY AGREES THAT BREEDER, AS WELL AS ITS' AGENTS, EMPLOYEES, OFFICERS, VETERINARIANS, GUESTS (THE RELEASED PARTIES), SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM, OR RELATING TO ANY EXCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL, AS WELL AS, ANY EXERCISE OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL.

MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS THE MARE OWNER'S RESPONSIBILITY AND CHOICSE WHETHER TO OBTAIN SUCH INSURANCE.

12. REGISTRATION PAPERS: Mare Owner shall provide Breeder a copy of Mare's Registration papers (front and back) at the time of the execution of this Breeding Agreement. The Owner of Record on the registration papers shall be the owner recorded on the Stallion Breeding Report.
13. VENUE AND JURISDICTION: All disputes related to this Breeding Contract shall be governed by the laws of the State of Texas. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall appear in Parker County, Texas.

Credit Card information (Card will be charged upon receipt of Agreement. A 3% fee will be applied)

Please charge my credit card for all fees incurred in breeding my mare via shipped semen.

VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ DISCOVER \_\_\_\_\_

Name on the card (print) \_\_\_\_\_

Signature \_\_\_\_\_

Billing statement address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Card # \_\_\_\_\_ Exp Date \_\_/\_\_/\_\_\_\_ 3-digit code on back of card \_\_\_\_\_

Living Large (Stallion) OWNER or AGENT:

Living Large LLC (Owner) or Kevin T. Dukes (Agent)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

MARE OWNER:

\_\_\_\_\_  
Printed Name (as it appears on the mare registration papers)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

FOR OFFICE USE:

\_\_\_\_\_ Deposit      \_\_\_\_\_ Signed Contract

\_\_\_\_\_ Mare Registration Papers      \_\_\_\_\_ Contact Dr. Niswender, DVM

**Living Large LLC 3320 Sea Marsh Road Fernandina Beach FL 32034**

**Fax 651-202-4403 Office 612-802-8376 Kory Niswender, DVM 817-304-2897**