

ROYAL GYPSY VANNER RANCH

STALLION BREEDING CONTRACT

This Gypsy Vanner Breeding Contract is made as of _____, 20__ (the "Effective Date") between Royal Gypsy Vanner Ranch DBA What Wealthy Women Do LLC, a Florida LLC and _____ ("Mare's Owner").

WHEREAS, Owner is the owner of the mare listed in the attached Exhibit 2, (the "Mare") desires for the Royal Gypsy Vanner Ranch to provide breeding services pursuant to the terms and conditions contained in this contract as follows:

Both Parties hereby acknowledge and both parties hereto agree as follows:

1. Services.

The Royal Gypsy Vanner Ranch hereby agrees to provide Mare's Owner with the breeding service of the stallion listed in the attached Exhibit 1 (the "Stallion") until such time as one foal is born to the Mare, or until such time as specified by this Contract.

2. Fees and Payment.

A. **Stallion Stud Fee.** The Mare's Owner shall pay to Royal Gypsy Vanner Ranch a non-refundable stud fee in the amount of \$_____. The Stud Fee is due and payable to Royal Gypsy Vanner Ranch upon the execution of this Contract.

B. **Shipped Semen.** In the event that the Mare is bred by shipped semen, the Mare's Owner shall pay the following:

1. A \$400.00 container deposit (the "Deposit") upon signing of this Contract and all expenses of returning the container to the Royal Gypsy Vanner Ranch's Veterinarian.
2. All veterinary costs associated with the insemination, pregnancy and birth of the Mare.

C. **Live Cover.** In the event that the Mare is bred by live cover, the Owner of the mare shall pay:

- 1) All costs/expenses for transporting the Mare to and from the Royal Gypsy Vanner Ranch's facility at 9250 NW 145th Ave Rd, Morriston, FL 32668.
- 2) All veterinary costs and expenses incurred by the Royal Gypsy Vanner Ranch in the routine care of the Mare as provided in Section 6.,
- 3) A non-refundable boarding fee in the amount of \$ 17 per day.

D. Payments. Payments for Vet Costs and Expenses, Boarding Fees and Payments for Embryos will be due and payable, in full, fifteen (15) days from the invoice date. Payment can be made by check or credit card.

3. **Live Foal Guarantee**. The Mare's Owner shall be entitled to re-breed the Mare until the Mare delivers a foal that stands and nurses for a period of up to three consecutive breeding seasons. If the Mare does not deliver a live foal within 3 consecutive breeding seasons after the execution date of this Contract, this Contract shall terminate.

4. **Health and Condition of Mare**.

a. The Mare's Owner agrees to provide Royal Gypsy Vanner Ranch with all the following information before that Royal Gypsy Vanner Ranch will approve the breeding. The Royal Gypsy Vanner Ranch has the right to deny any mare the right to breed to their stallions for any reason. The Mare's Owner will receive a full refund of all monies paid within 48 hours of rejection.

The Royal Gypsy Vanner Ranch requests the following information regarding the Mare: ownership, description, pedigree, parentage verification, pregnancy history, performance, health and conformation. Upon execution of this Contract, Owner shall deliver the following documents to Royal Gypsy Vanner Ranch:

1. The Mare's certificate of registration with the Gypsy Vanner Association;
2. A veterinarian's health certificate as to the general and reproductive health and soundness of the Mare, including the results of a uterine culture;
3. All worming and immunization records for the past 12 months.
4. A negative Cog gins test dated no earlier than 60 days prior to the date of this Contract.

5. **Shipped Semen**. In the event that the Mare is to be bred by shipped semen the following terms and conditions shall apply:

a. Notice. Owner shall give Royal Gypsy Vanner Ranch seven (7) days advance notice of a request for shipment.

b. Responsibility. Royal Gypsy Vanner Ranch assumes responsibility only to deliver live semen in viable condition at the time of delivery to the Owner. Owner shall arrange and pay for insemination of the Mare and all associated veterinary costs and expenses.

6. **Live Cover**. In the event that the Mare is to be bred by live cover the following terms and conditions shall apply:

a. Notice. Owner shall give Royal Gypsy Vanner Ranch seven (7) days advance notice of shipment of the Mare to the Royal Gypsy Vanner Ranch.

b. Settling. Royal Gypsy Vanner Ranch agrees to use its best efforts to try to settle the Mare and shall have sole discretion in determining the best method of breeding such mare. If, however, the Mare does not settle, Royal Gypsy Vanner Ranch shall be held harmless.

c. Mare Health Documents. If Owner does not present the documents specified above in Section 4 91-4) to the Royal Gypsy Vanner Ranch upon the Mare's arrival at the Ranch, the Royal Gypsy Vanner Ranch shall have a veterinarian make proper tests and evaluations at Owner's expense.

d. Veterinary Care of the Mare: The Royal Gypsy Vanner Ranch shall have complete discretion as to the necessity of veterinary examinations and care for the Mare, including, but not limited to, farrier and worming treatment. Royal Gypsy Vanner Ranch makes no representations or warranties to Owner with respect to the Mare, its health, registration or otherwise.

e. Live Foal Guarantee. The live foal guarantee provided below is expressly contingent upon the Mare's Owner providing proper care for the pregnant Mare. Such proper care shall include, but is not limited to, proper feeding and nutrition, regular deworming with products approved for pregnant mares, vaccinations that are customary in Owner's geographical area, and proper assistance during foaling if necessary.

7. **Substitute Stallion**. Should the selected Stallion be sold, die, or become unable to service, Owner may breed the Mare to another stallion owned by Royal Gypsy Vanner Ranch. This mutual agreement will need to be in writing and signed by both parties.

8. **Risk of Loss; Insurance**. Royal Gypsy Vanner Ranch shall not be liable for any loss, damage, injury, death or illness of the Mare. The risk of any loss associated with the Mare and all liability occurring in connection therewith shall be the sole responsibility of Owner.

It is Owner's choice and responsibility to obtain insurance coverage for the 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 whether by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore shall indemnify Royal Gypsy Vanner Ranch as provided below in Section 11.

9. **Owner's Representations and Warranties**. Owner represents and warrants the following: (a) Owner has right and title to the Mare; (b) Owner has disclosed to Royal Gypsy Vanner Ranch all information in Owner's possession relating to the health, parentage, age, breed, disposition and other such attributes of the Mare; and (c) the Mare shall be in sound breeding condition and free from any infection or disease that may interfere with the Mare's breeding. Owner agrees that the representations and warranties shall survive the completion of the transactions contemplated hereby. Owner agrees to notify Royal Gypsy Vanner Ranch promptly in writing of any events or circumstances that may cause the foregoing representations and warranties to be inaccurate or breached in any way.

10. **Term and Termination**. Either party may terminate this Contract at any time by giving the other party written notice of termination ("*Termination Notice*"). Sections 10, 11 and 12 shall survive termination of this Contract.

11. **Indemnification**. Owner shall defend, indemnify and hold harmless Royal Gypsy Vanner Ranch from and against any and all losses, damages, liabilities and claims, and all fees, costs and expenses of any kind related thereto (including, without limitation, reasonable attorneys' fees), arising out of, based upon or resulting from (i) any act by or omission of Owner or its agents or representatives relating to or affecting the Mare, (ii) any inaccuracy or alleged inaccuracy, asserted by Royal Gypsy

Vanner Ranch or any third party in a court action, of any representation or warranty made by Owner pursuant to this Contract; or (iii) questions of title to the Mare and disputes concerning identity, health, soundness, engagements, pregnancy status and or produce record of the Mare.

12. General Provisions

a. Entire Agreement: This Contract contains the entire agreement and understanding between the parties and it supersedes all prior or agreements, understandings, and representations, written or oral, relating to the subject matter of this Contract. This Contract shall be binding upon the parties and their representatives, successors, and assigns.

b. Governing Law. This Contract shall be construed in accordance with and governed by the laws of the State of Florida. The Mares Owner or Buyer of Semen agrees that any lawsuit or other legal proceeding between the parties shall be brought only in the Civil District Courts of Marion County, Florida or the United States District Court for the State of Florida. The parties hereby consent to the personal and exclusive jurisdiction of said court.

c. Notices. Any notice required to be given under this Contract shall be in writing and shall be delivered or sent by certified mail, regular mail, courier service, fax or email, to the address of the parties indicated below or to such other address as either party shall designate by notice to the other party.

d. Taxes. Each party shall be responsible for the payment of any and all federal, state, or local taxes which may arise or be imposed as the result of its performance under this Contract or as the result of the receipt of any compensation or other funds under this Contract, if any.

IN WITNESS WHEREOF, this Agreement has been executed the day, month and year listed above.

Royal Gypsy Vanner Ranch

Mare's Owner

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

Description of Stallion

The Stallion listed below shall be bred under the terms and conditions of the Contract.

Name or Registered Name: _____

Registration # (if applicable): _____

Registered with (if applicable): _____

Barn Name: _____

Age: _____

Breed: _____

Height (in hands): _____

Color and Markings: _____

EXHIBIT 2

Description of Mare

The Mare listed below shall be bred under the terms and conditions of the Contract.

Name or Registered Name: _____

Registration # (if applicable): _____

Registered with (if applicable): _____

Barn Name: _____

Age: _____

Breed: _____

Height (in hands): _____

Color and Markings: _____

