



## CHINA BLUE FARM

### Fudge Sunday 2009 Booking Contract and Agreement for Shipped Semen

THIS AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_ (month), 200\_\_, by and between \_\_\_\_\_ (hereinafter "Mare Owner") and China Blue Farm.

Mare's Registered Name: \_\_\_\_\_  
Breed: \_\_\_\_\_ Breed Reg. #: \_\_\_\_\_ Year Foaled: \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_ Sire of Dam: \_\_\_\_\_  
Color: \_\_\_\_\_ Markings: \_\_\_\_\_

#### WITNESSETH:

For good and valuable consideration, including the Purchase Price and the mutual covenants set forth herein, the parties hereby agree to the purchase and sale of semen described herein, on the following terms and conditions:

- Mare Owner has hereby confirmed a reservation to the stallion Fudge Sunday for the 2009 breeding season. The breeding is sold with a two year term on the Live Foal Guarantee. If after two breeding seasons, the mare still fails to conceive or deliver a live foal, this agreement will be considered fulfilled in its entirety.
- The 2009 breeding season begins on February 9, 2009 and ends on August 1, 2009.
- This Agreement covers the purchase and sale of semen from the stallion Fudge Sunday (hereinafter "Semen") from China Blue Farm to Mare Owner. Mare Owner hereby purchases said Semen subject to the terms and conditions of this Agreement.  
**Fees for 2009 Breeding Season:**
  - ◆ Nonrefundable Booking Fee: \$500.00 (due and payable at the execution of this Agreement)
  - ◆ Breeding Fee: \$500.00 (due and payable prior to Mare Owner's first Semen shipment request)
- **Other Charges.** Semen will be shipped directly from Alamo Pintado Clinic, in Los Olivos, California, with the Mare Owner making payment directly to the Clinic for all costs related to the processing and shipping of this semen. These arrangements are strictly between the Mare Owner and the Clinic. China Blue Farm has no responsibility to either

party in this matter. To contact Alamo Pintado Clinic, the Mare Owner should call 805-688-6510 and ask for Dr. Ed Hamer or Dr. Carter Judy. \_\_\_\_\_ (Initial)

- The first shipment of Semen shall consist of one (1) or two (2) doses depending on availability. If the Mare does not become pregnant after the first shipment, subsequent shipments shall be made upon veterinary certification of unsuccessful impregnation. Upon proof of unsuccessful impregnation, Mare Owner shall contact both China Blue Farm's Farm Manager and Alamo Pintado Clinic to arrange for an additional shipment of semen.
- Mare Owner acknowledges the Mare is fit for breeding. Only the Mare listed above will be inseminated with the Semen. Mare Owner will request shipment of Semen during the term of this Agreement. Mare Owner assumes all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, whether by death, disease, injury, infection or otherwise, and agrees to hold China Blue Farm, its members, managers, employees, agents, representatives and assigns harmless for any and all damages associated therewith. Mare Owner will pay China Blue Farm's costs and expenses, including reasonable attorney's fees, if Mare Owner breaches any material term of this Agreement.
- China Blue Farm assumes responsibility only to deliver live semen in viable condition at the time of delivery to the Mare Owner. The Semen must be administered by a **licensed veterinarian on the day of delivery** or China Blue Farm shall be considered to have fulfilled its contractual obligations. \_\_\_\_\_ (initial).
- Mare Owner will have the Mare examined by a licensed veterinarian 14 days after the last day bred (ultrasound) and China Blue Farm shall be notified of pregnancy status at that time. The Mare Owner must have the Mare examined by a licensed veterinarian at 55 days after the last day bred. The Mare's Breeding Passport must be signed and returned to China Blue Farm within 10 days after the 55 day examination or all guarantees are null and void. \_\_\_\_\_ (initial)
- This Agreement guarantees a return breeding for the above-named Mare if the Mare is examined by a licensed veterinarian and found to be barren at 55 days from the date of the last service. Booking fees, container deposit and post-insemination collection fees would still be owed by the Mare Owner.
- This Agreement constitutes the entire agreement between the parties hereto and supersedes any prior or contemporaneous understanding or agreement with respect to the subject matter herein. It may be amended only by a written instrument executed by both parties.
- **Live Foal Guarantee.** If the Mare does not deliver a live foal that can stand up alone and nurse within 24 hours, then the Mare Owner shall be entitled to a return breeding to Fudge Sunday providing that Mare Owner must submit to China Blue Farm a satisfactory veterinary certificate signed by a licensed veterinarian indicating that no live foal was delivered or that the foal could not stand alone or nurse and further indicating that the foal's failure to stand or nurse was not due to any lack of reasonable care by any party. This applies to single births only. The return breeding is applicable to the above named Mare or another mare suitable to the China Blue Farm. Booking fees, container deposits and post insemination fees would be owed solely by the Mare Owner in a return breeding.

➤ **Live Foal Guarantee is Null and Void**

- ◆ upon the birth of twins
  - ◆ if Mare is bred to another stallion during the term of this Agreement without China Blue Farm’s written consent
  - ◆ if Mare Owner sells, transfers, assigns or grants a security interest in the breeding evidenced by this Agreement
  - ◆ in the case of embryo transfer, unless China Blue Farm has been informed in advance that this semen will be used for an embryo transplant and China Blue Farm has agreed in writing to this.
  - ◆ If Mare Owner inseminates a mare other than the Mare listed above, with the Semen
  - ◆ If the Mare’s signed Breeding Passport is not returned to China Blue Farm 10 days after the 55 day check.
- Should the Stallion die, be sold by China Blue Farm or become unfit for service prior to shipment of Semen to this Mare, or if this Mare dies or becomes unfit to be bred prior to being serviced, this contract is and shall be null and void. Should the Stallion or Mare die or become unbreedable after the mare is serviced and no live foal results, the Agreement will be null and void. Breeding fees will be returned should the Stallion die or become permanently unfit for service. A new mare, approved by China Blue Farm, may be substituted should the Mare die or become permanently unfit for service.
- This Agreement is executed in duplicate and shall be legally binding on the parties hereto, and their heirs, Executors, administrators and assigns.
- If this Agreement is being executed by an agent, the original copy must be signed by the owner of the Mare.
- This Agreement shall be governed by the laws of the state of California.

China Blue Farm  
Signature : \_\_\_\_\_  
Nancy A. Frost, Breeding Manager  
Jesus Bermudez, Farm Manager  
China Blue Farm  
1245 Alisos Avenue  
Santa Ynez, California 93460  
626.786.8159 – Nancy’s Mobile  
805.688.1987 – Farm Office  
805. 688.7781 – Fax  
breeding@chinabluefarm.com  
www.ChinaBlueFarm.com

Mare Owner  
Signature : \_\_\_\_\_  
Owner: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State &  
Zip Code: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Phone or Fax: \_\_\_\_\_

Owner's E-mail: \_\_\_\_\_

Owner's Website: \_\_\_\_\_

Mare Owner's Veterinarian: \_\_\_\_\_

Veterinarian's Address: \_\_\_\_\_

City, State & Zip Code: \_\_\_\_\_

Veterinarian's Phone & Fax: \_\_\_\_\_