

2011 BREEDING CONTRACT
Sea Accounts

This contract is made by and between Cynthia and Christopher DeBracy dba DeBracy Sport Horses (hereinafter "DSH") owners of the stallion SEA ACCOUNTS, and _____, (hereinafter "Mare Owner") for breeding of the mare described below by shipped cooled semen during the 2011 breeding season and is subject to the terms and conditions herein.

Mare:

Registered Name of Mare _____ Date of Birth _____
Registered with _____ Reg. Number _____
By _____ Out of _____
Description of Mare: _____

The Mare Owner must also submit the attached Mare Questionnaire with this contract, along with a copy of said mare's registration papers and a picture (copies are acceptable). If Mare Owner sends in original picture of mare and would like the picture to be returned, they must supply a self addressed stamped envelope.

Fees:

The Mare Owner shall pay the stud fee of \$1,500, which includes a non-refundable booking fee of \$350.00. The booking fee of \$350.00 is payable upon the execution of this contract, with balance of \$1,150.00 to be paid prior to initial shipment of semen. **Mare Owner may receive discounts against the fee as described in Addendum A attached and made a part hereof.**

If the said mare is to be rebred next breeding season in conjunction with the Live Foal Guarantee, a new, non-refundable booking fee of \$350.00 must be paid and received by DSH before semen shipment is requested.

Collection and shipping of cooled semen is performed by DSH or a designated facility. The first collection fee is included in the stud fee. Additional collections will be \$175 payable to DSH prior to shipment. Semen is shipped via FedEx and the cost of shipping may be paid either with a FedEx account number or a credit card.

Breeding Soundness Report:

A veterinary certificate and current uterine culture, taken by a licensed veterinarian, when the mare is in heat and submitted to a recognized laboratory, showing that the mare in this contract is in sound breeding condition, is a condition of this service. Mare Owner must supply DSH with results before semen can be shipped. If said mare is in foal this exam can be waived.

Live Foal Guarantee:

If the mare described in this contract does not conceive or deliver a live foal that stands and nurses unassisted and the stud fee was paid in full, then the Mare Owner shall be entitled to re-

breed the mare for the next breeding season, subject to the payment of a \$350.00 booking fee. In the event that the foal is stillborn, is aborted or fails to stand and nurse, and in order to maintain this guarantee, the Mare Owner agrees to notify DSH within 72 hours and provide a detailed statement affirming proper care of the mare during gestation, including but not limited to; rhinopneumonitis vaccinations at 5, 7 and 9 months, attended to mare during foaling, and proper nutrition. This detailed statement must be completed by a licensed veterinarian within 10 days following notification to DSH.

If the mare does not produce a live foal that stands and nurses unassisted the following breeding season, this contract shall become null and void, and no refunds, rebreedings, or fees shall be returned.

Condition of Mare:

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 by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases discharges, indemnifies and holds harmless DSH from any liability for any and all damages associated therewith. The Mare Owner hereby agrees to pay all expenses and attorney's fees incurred by DSH in defending any claims for which the Mare Owner has agreed to release, discharge, indemnify and hold harmless DSH.

Substitution:

If the mare does not get in foal, dies or becomes unfit for breeding, another mare may be substituted but only with the prior written consent of DSH. It is agreed that if the stallion dies or becomes unfit for service then frozen semen, if available, will be used instead and Mare Owner will be subject to all applicable fees of handling and shipping said frozen semen. If no frozen semen is available and the stud fee has been paid in its entirety and no fresh semen has been shipped, then the stud fee shall be returned to the Mare Owner.

Availability of Stallion:

SEA ACCOUNTS is generally available for breeding from March 15st to September 1st, though DSH will attempt to honor requests outside that timeframe according to their schedule. Frozen semen is available year round. Mare Owner understands that if SEA ACCOUNTS is away at a competition when semen is requested then frozen semen, if available, may be shipped instead. If Mare Owner does not wish to use frozen semen then Mare Owner may wait until SEA ACCOUNTS is available for shipping. Once stud fee is paid a competition schedule will be provided and will be updated on the DeBracy Sport Horse website.

Advanced Notice:

It is the Mare Owner's responsibility to notify DSH the first day the mare is in season. DSH must be notified no later than 8:00 p.m. Central Standard time on the day BEFORE collection/shipment is needed. Same day collections, if available, will be subject to additional fees.

Collection/Shipment:

All orders for semen will be filled as received, subject to availability of the stallion's semen. Mare Owner must fax in the Cooled Semen Shipment Request Form and call DSH to schedule a collection according to the Shipped Cool Semen Procedures. All stud fees and collection fees, if applicable, must be paid in full prior to any semen being shipped. Mare Owner must have a licensed veterinarian or breeding technician responsible for the insemination process. The Mare Owner agrees that DSH's sole responsibility is to provide live semen in viable condition to Mare Owner's requested facilities.

Collections are available for shipping Monday through Friday with pick-ups available on Saturdays. No same day shipping (counter-to-counter air) will be available in 2011. If possible 2 (two) doses of semen will be sent and must be used only for mare named herein. Mare Owner agrees to have their reproductive veterinarian or breeding technician fill out and sign the Insemination Form, which will be included with the shipment of semen. Mare Owner further agrees to promptly fax or mail this Insemination Form back to DSH. This is to insure that the breeding certificate will contain accurate information.

Frozen semen is available under the same terms and conditions of this contract. Typically, in order to save the Mare Owner money, three doses will be shipped at once.

Pregnancy Checks:

Mare Owner agrees to have a pregnancy check performed on days 14-16 and again on days 28-30 if in foal during first check and notify DSH both times of the results. Additional checks may be recommended by veterinarian.

Registration:

DSH agrees to provide a breeding certificate to the Mare Owner's registry of preference as indicated on the Mare Questionnaire, provided the Mare Owner has met the conditions of this contract.

Mare Owner understands that in order to receive a breeding certificate from the requested registry, that the mare named herein, must already be approved for breeding or must meet all approval requirements to enter one of the registries' studbooks. All fees to have mare approved for breeding with any registry and/or have foal inspected is the responsibility of the Mare Owner.

Naming of Foal:

Unless required otherwise by Mare Owner's registry of choice, Mare Owner agrees to name foal with a name beginning with the letter "S."

Non-Assignment:

This contract cannot be assigned or transferred by the Mare Owner without the prior written permission of DSH. There is no right of return to the stallion if the mare is sold or otherwise changes ownership after having been served by the stallion.

This contract constitutes the entire contract between the parties with regard to the subject matter hereof, and supersedes all previous contracts. There are no other agreements, representations or warranties, either oral or written, between or among the parties.

This contract shall be interpreted, construed and governed by the laws of the State of Texas. Any disputes of a legal matter must be settled in Cooke County, Texas.

I, the undersigned, do hereby certify that I am the Mare Owner named herein, or a duly authorized agent thereof, and as such have the authority to enter into this contract, as witnessed by my signature. I also certify that I have read and understand this contract and fee schedules. This contract is binding upon both parties when signed.

<u>Signature of Mare Owner</u>	<u>Date</u>	<u>Signature of DSH</u>	<u>Date</u>
<u>Print Name of Mare Owner</u>		Cynthia DeBracy	
<u>Street Address</u>		121 N. Grand, #27	
<u>City, State and Zip</u>		Gainesville, TX 76240	
<u>Phone Number</u>		214.770.0775	
<u>Fax Number</u>		214.292.9739	
<u>e-mail address</u>		cyndi@debracysporthorses.com	

Mare Questionnaire

(Please attach copy of registration papers and conformation picture of mare when submitting)

Contact

Mare Owner: _____ Country: _____
Contact Person: _____ Phone: _____
Address: _____ Email: _____
City: _____ Fax: _____
State: _____ Zip: _____

Mare Info

Mare's Name: _____ DOB: _____
Breed: _____ Registration #: _____
Had an EVA test? Yes No Date of test: ___/___/___ Result? Pos. Neg.
Date of vaccination (if applicable): ___/___/___

Has this mare ever been bred before? Yes No
Results of each breeding:

Number of times mare was bred to achieve pregnancy:

Provide details if mare has a history of early embryonic losses:

Please detail special care this mare may need to maintain a pregnancy: i.e. progesterone, caslicks

Performance or race history of mare (if applicable):

Performance or race history of mare's foals (if applicable):

Desired registry for foal: (Subject to approval by registry)

RPSI Jockey Club PHR AQHA APHA

Mare's Veterinarian

Vet's Name: _____ Country: _____
Address: _____ Phone: _____
City: _____ Email: _____
State: _____ Fax: _____
Zip: _____

2011 Shipped Cooled Semen Procedures for Sea Accounts

1. Semen is collected and shipped Monday through Friday with pick-ups available on Saturday. Mare Owner must adhere to the following procedures and protocols in order for contract to be valid. DSH will make every effort to assist Mare Owner, however final responsibility lies with the Mare Owner.
2. Complete payment of stud fee must be made to DSH prior to any semen being shipped.
3. Prior to, or at the beginning of the breeding cycle, Mare Owner should submit a completed "Cooled Semen Shipment Request Form" to DSH. Facsimile is acceptable (DSH fax number – 214.292.9739 or the form may be emailed to DSH.)
4. On the first day of the heat cycle Mare Owner desires to breed, notify DSH.
5. Have veterinarian determine the approximate date of ovulation and the date he/she wants semen shipped via Federal Express and notify DSH.
6. DSH must be notified by phone (214.770.0775) NO LATER than 8:00 p.m. Central Standard Time the day PRIOR to the day veterinarian wants semen shipped. DSH will attempt to honor late notification/shipping requests, but no guarantees are made or given and additional charges will apply. If a message is left, Cyndi will call to confirm that the request was received.
7. Collections are \$175 and must be paid to DSH prior to any semen being sent and may be paid by check, MasterCard or Visa through PayPal. If paying by check, please make payment well in advance of anticipated shipping date to allow ample time for funds to clear the bank. This fee covers one (1) shipment of two doses per mare.
8. Shipping charges will be paid directly to Federal Express and may be paid with a credit card or a FedEx account number.
9. Notify DSH when mare has been checked in foal (14-16 days) and again after a heartbeat is detected (approx. day 27-30).

Please call Cyndi at 214.770.0775 if you have any questions!

PLEASE SAVE THIS PAGE FOR REFERENCE

Cooled Semen Request Form

**Complete and Fax to 214.292.9739
or email to cyriz@debracy.net**

DeBracy Sport Horses
121 N. Grand, #27
Gainesville, TX 76240
214.770.0775

Instructions: Please read carefully and complete fully. Call 214.770.0775 if any questions. DSH must be notified by 8 pm CST the day before semen is to be shipped. Every effort will be made to accommodate late requests, but no guarantees are made or given.

Mare Owner: _____
Phone: _____ Email: _____
Mare: _____ Breed: _____ Reg: _____
Vet: _____ Phone: _____

Ship to ~

Contact Name: _____
Farm/Clinic Name: _____
FedEx Deliverable Address: _____
Contact Phone: _____ Email: _____

Payment for collection ~ \$175.00 Check (# _____) Credit Card: ___ Visa ___ MC
Card Number: _____ Exp. Date: _____ 3-digit V#: _____
Name on Card: _____
Cardholder Signature: _____

Payment for shipping: ___ FedEX account (# _____)
___ Credit card ___ (same as above) Visa MC
Card Number: _____ Exp. Date: _____ 3-digit V#: _____
Name on Card: _____
Cardholder Signature: _____

Shipping Preferences ~

Container: ___ Disposable ___ Owner's container
Via: ___ Pick-up | ___ FedEx
 | ___ Hold for Pick-up
 | ___ Saturday delivery
 | ___ Add'l Ins. _____

Other charges ~

___ Late notification (after 8 pm) - \$25.00 ___ Same day notification - \$150.00