

THOR

# KYALAMI MORGAN FARM

## HORSE BREEDING CONTRACT

### Fresh Cooled or Frozen Semen

THIS AGREEMENT, made and entered into this 22<sup>nd</sup> (day) of January (month) in the year of 2024

by and between \_\_\_\_\_ (hereinafter referred to as "Mare Owner") residing at \_\_\_\_\_ (address) \_\_\_\_\_ (city) \_\_\_\_\_ (state)

and ~~Alena Rae~~, Kyalami Farms (hereinafter referred to as Kyalami Farms WITNESS WHEREAS, Owner of Stallion warrants that it is the legal owner of

(Name of Stallion) Sardie's Shockwave a 6 year old, (color) Chesnut Morgan stallion, Registration Number 198009;

and, WHEREAS, Mare Owner warrants that it is the legal owner or Lessee of

(Name of Mare) \_\_\_\_\_ : described as a (color) \_\_\_\_\_ Morgan mare, Registration Number \_\_\_\_\_

foaled in the year \_\_\_\_\_, by (Sire and Registration Number) \_\_\_\_\_

and out of (Dam and Registration Number) \_\_\_\_\_

AND WHEREAS,

(Name of Stallion) Sardie's Shockwave will stand at stud during the 2024 (year) season at Kyalami Farms facility, and the parties hereto desire to contract for services for one season's booking for 2024 (year) to the aforementioned stallion for the services of the mare named in paragraph 3 above.

NOW THEREFORE, for good and valuable consideration, receipt of which the parties hereby acknowledge, the parties AGREE AS FOLLOWS:

#### Booking Fee

Upon payment of \$ \_\_\_\_\_ booking fee by Mare Owner to Kyalami Farms, which shall be non-refundable whatsoever, Kyalami Farms does hereby agree to reserve for the Mare Owner one season booking for the year 2024 to (name of Stallion) Sardie's Shockwave for the services of the mare.

#### Collection Charges

~~Each collection is \$350~~, subsequent collections are \$350 per collection. Shipping costs are paid by Mare Owner.

#### Stud Fee

Mare Owner shall pay to Kyalami Farms a fee in the amount of \$ \_\_\_\_\_, plus any applicable sales tax, (hereinafter referred to as stud fee).

Mare Owner agrees to pay said \_\_\_\_\_ stud fee on the dates and in the amounts set forth immediately below:

Date: Amount:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The normal breeding season shall be defined as from February 1st until July 1st of the year involved. Acceptance of any partial payment(s) due in this Agreement shall not be deemed any waiver of prompt payment requirements hereunder, and subsequent payment dates shall remain as set forth herein.

**In Event Mare Does Not Take and Become In-Foal**

In the event that Mare Owners mare does not take and become in-foal, the parties agree as follows:

**Return Breeding**

In the event that a live foal, as defined below, does not result from this insemination, Kyalami Farms agrees to breed said mare again for 0 additional fee at any time prior to 2020; provided however, the stallion is able to service mares either for said mare or a substitute, approved by Kyalami Farms.

**Live Foal**

For the purposes of this Agreement, a live foal shall be one that stands and nurses without assistance, as in generally recognized in standard veterinary practice; and, which shall be evidenced by a written statement from a licensed Veterinarian within one week from death.

**Live Foal Guarantee**

Kyalami Farm gives a live foal guarantee. In the event a live foal, as defined above, does not result, Kyalami Farm will give a repeat breeding, as set forth herein below, if Kyalami Farm is notified within fourteen days that the foal did not stand and nurse, or that no live foal will be produced from Mare Owners mare. Either statement must be under the signature of a licensed Veterinarian.

Provided further, Mare Owner agrees to furnish upon demand a licensed Veterinarian's Certificate of Rhinopneumonitis vaccinations at 3,5,7,and 9 months of pregnancy, regular, 8 week de-wormings, nutrition adequacy and that the mare was kept off of fescue pasture or hay within the 90 days prior to foaling.

**If Stallion Unable to Re-Service**

In the event the stallion is not able to re-service said mare. Kyalami Farms may substitute another stallion at Mare Owners option.

**Death or Unfitness of Stallion, Mare**

If prior to the breeding of said mare or after the mare has been bred but not come in-foal, said stallion or mare dies or becomes unfit for service, as declared in writing by a licensed Veterinarian, in that event, this Agreement shall become null and void and all monies paid by Mare Owner, not including booking fee, boarding fees, other expenses, and veterinarian expenses, shall be refunded. AR (Initials of Parties)

Mare Owner shall have no right of a refund hereunder, but shall have the option of using the following stallions of the Owner of Stallion at:

\_\_\_\_\_ The charges indicated

Plus payment to Stallion Owner of an additional fee in the amount of: \_\_\_\_\_,

\_\_\_\_\_ Alternative Stallion #1

\_\_\_\_\_ Alternative Stallion #2

It being expressly understood by the parties that, in the event of any re-breeding of mare, Mare Owner shall be responsible for any and all expenses involved or incurred in the re-servicing of the Mare Owners mare, including but not limited to, boarding fees and expenses, and veterinarian fees.

**Assignment, Transfer**

This Agreement shall not be assigned or transferred by either party hereto without the prior written consent of the other party. This agreement is for breeding the Mare designated in this agreement. It is not transferable to any other mare without written approval of Kyalami Farms. Breeding any other mare or breeding additional mares will constitute breach of contract and this agreement become null and void.

**Failure to Deliver Mare on Rebreeding**

If the mare is to be re-bred as provided for herein, and the Mare Owner fails to deliver her for breeding the following year, then any and all fees paid shall not be refundable and this contract is hereby cancelled.

**Default**

Either party may terminate this Agreement for failure of the other party to meet any material terms of this Agreement. In the case of a default by one party, the other party shall have the right to recover mediation, arbitration, attorney fees and costs incurred as a result of said default.

**Right of Lien**

Kyalami Farms has and may assert and exercise a Right of Lien, as provided for in the laws of the State of Tennessee, on the mare for any unpaid costs.

**Captions, Headings**

Any captions or headings used in this Agreement are for descriptive purposes only and are not to be considered terms of this Agreement.

**Entire Agreement**

This Agreement constitutes the entire Agreement between the parties. Any modifications or additions must be in writing and signed by all parties to this Agreement. No oral modifications will be considered part of this agreement unless reduced to writing and signed by all parties before a notary.

Dated: 01-22-2024

Kyalami Farms Alena [Redacted] (Signature) By Alena [Redacted] Owner/Manager

Address: [Redacted] Lewisburg, TN 37091 email: KyalamiFarms@Gmail.com

Mare Owner 1785 Franklin Pike (Signature)

Address: \_\_\_\_\_

Witness \_\_\_\_\_ (Signature) \_\_\_\_\_