

2022 Breeding Season - Cooled Semen Contract

OTTOVOLANTE R

2019 Bay Tovero Stallion

01092517

This stallion breeding contract for the breeding season 2022, is made and entered into on this day, of, 2022, is by and between Alberto Rodeghiero , hereinafter designated breeder, and hereinafter designated mare owner. Mare owner agrees to breed the mare, reg. no., to the stallion **OTTOVOLANTE R**, reg. no. APHA # 01092517 for the fee of € 1000,00 for a live foal, subject to the following conditions:

- 1) The stallion fee includes a no refundable booking fee of € 500,00, payable with this contract, **the balance of which must be paid with all other expenses when mare is pronounced safe in foal (15 / 18 days after breeding).**
- 2) Collection (€100,00) and shipment charges should be paid by mare owner.
- 3) All veterinarian expenses incurred in connection with the breeding and foaling shall be paid by mare owner.
- 4) This contract contains a “live foal guarantee”. A live foal is described as a newborn foal which stands and nurses without assistance. If foal is born dead, there are return privileges for the next breeding season only if breeder is notified within seven days and receives a veterinarian’s statement confirming death. If after being pronounced “safe in foal”, the mare should miscarry, abort or prove barren, mare owner has the privilege of return breeding during the current breeding season, or the following year. If mare fails to settle, for any reason, mare owner will hold breeder blameless.
- 5) A “Breeder Certificate” will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full and upon notification of birth of the foal.
- 6) Both parties agree that the breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare unless such death, sickness and /or accident was by the wilful and wanton negligence of the breeder, and the mare owner is not liable for death, sickness and /or accident including consequential damages caused to the stallion.
- 7) It is further agreed that should the above named stallion die, or become unfit for service; or, if the above named mare dies during the breeding season, then the mare owner may substitute another mare or breed the above named mare to another stallion on the farm that is agreed to both the mare owner and breeder.
- 8) This contract is non-assignable and non-transferable. **The mare owner is responsible for all shipping charges.**
- 9) All arrangements to transport cooled semen should be made with Alberto Rodeghiero only.
- 10) Eventually rebreed, collection and shipment charges for the next breeding season should be paid by mare owner.
- 11) This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract.
- 12) When mare owner and breeder sign this contract, it will then be binding on both parties, subject to the above terms and conditions.
- 13) This contract is entered in the State of Italy, and will be interpreted and enforced under the laws of the State.

Breeder’s signature

Mare Owner’s signature Address & telephone.....

Booking fee of € received on

Please sign and return with copy of registration papers.

Breeding manager: Alberto +39 335 6530603