



Darkside Arabians

Trussardi Region 12 Spotlight Futurity Breeding

This Breeding Agreement is entered into this _____ day of _____ 2023 by and between:

Buyer: _____

Address: _____

Telephone: _____

Email: _____

(Hereinafter “Buyer”) and Darkside Arabians (hereinafter the “Stallion Owner”), for the purposes of the sale of breeding rights to the purebred Arabian Stallion, Trussardi - AHR #0645486, (hereinafter the “Stallion”) subject to the following terms and conditions:

of Breedings: This agreement provides for one (1) breeding right to the Stallion during the 2023 or 2024 breeding season. With approval from Stallion owner and Spotlight Futurity, the breeding may be used in 2025 under special circumstances.

Breeding Season: Breeding season begins March 1st and ends on July 30th of each year.

Breeding Fee: Stallion breeding fee is equal to the winning bid at the 2023 Spotlight Futurity Auction following payment of the auction bid in full.

Buyer agrees to breeding the following Mare to the Stallion during the 2023 or 2024 breeding season:

Mare #1: _____

AHR# _____

1. The Buyer accepts the following additional fees and terms outlined below and incorporated as part of this Agreement:
 - a. Collection/Analysis/Processing fee (fresh or cooled semen) - **\$ 410.00** (per request) paid to collecting facility.
 - b. Courier Services to Airport (Counter to Counter Service if requested) - Actual cost paid to collecting facility at time of collection.
 - c. Airline Fee (if requested) - Actual cost paid to collection facility at time of collection.
 - d. Buyer agrees to the use of a disposable shipping (fresh or cooled semen) container to avoid the cost and inconvenience of returning a rented Equitainer, when available.
 - e. Buyer shall provide Stallion Owner with a minimum of twenty-four (24) hours advance notice of semen request. Stallion owner will make every attempt to accommodate a same day request and will incur a \$250.00 rush fee. Semen shall be provided on a “first come, first served” basis.
2. Buyer shall have a qualified and licensed veterinarian examine the Mare for normal breeding conditions and determine that the Mare is in good physical and reproductive condition. All insemination shall be performed by a qualified and licensed veterinarian experienced in equine artificial insemination.
3. Buyer agrees to have a veterinarian examine the Mare for pregnancy by ultrasound within 28 days or less following the last date of insemination. Buyer agrees to notify Stallion Owner of the results of such exam. Should the Mare fail to conceive after her third breeding cycle, return breeding privileges will be granted only after an examination by a qualified and licensed veterinarian and certification by the veterinarian that the Mare is able to conceive. Should the veterinarian determine that the Mare is unable to conceive or that the Mare is unlikely to conceive, Buyer may substitute another mare upon notification to Stallion Owner.
4. Buyer shall maintain the Mare in good physical condition throughout pregnancy and shall vaccinate the Mare against Rhinopneumonitis at the 5th, 7th and 9th month of pregnancy in order for the Live Foal Guarantee to remain valid.
5. None of the fees pursuant to this Agreement shall be refundable. Buyer shall have a return breeding to the Stallion (provided the Stallion is able to service mares) in the 2024/2025 breeding season only for either the original Mare or an approved substitute mare should a live foal not result from the mating. A \$500 re-breed fee will apply. (“Live foal” is defined as a foal that stands and nurses without assistance for a period of at least 48 hours from the time of birth.) Should a live foal not result, such shall be evidenced by a written statement from a qualified veterinarian within one week from death of the foal, loss of pregnancy, stillborn or death of the mare prior to foaling. The veterinarian’s statement must include the following:
 - a. That the Mare was properly vaccinated against Rhinopneumonitis and vaccinated as recommended 30 days prior to foaling;
 - b. That in the veterinarian’s best judgment the Mare was maintained in reasonably good health and condition; and
 - c. That the foal died and the date of death, that the pregnancy was lost, or that the foal was stillborn.
 - d. Obtaining the veterinarian’s written statement and providing such to Stallion owner.

9. In the event the Stallion is exported, dies or becomes unfit for breeding prior to Buyer's mare being checked in foal, no refund of any booking or breeding fee shall be refunded to Buyer. However, if frozen semen from the Stallion is available, such semen will be shipped to Buyer.

10. Buyer agrees that Stallion Owner shall not have liability of any kind to any party for any injury, disease, accident, or death to the Mare resulting from this breeding. Buyer also agrees that Stallion Owner shall not have any liability of any kind associated with delays or failure in semen delivery by veterinarian or shipping company.

11. If the Mare is to be re-bred in the following year and Buyer fails to breed her or request semen for such breeding, then any and all fees paid by Buyer shall not be refundable and Buyer shall have no further breeding rights.

12. This Agreement and the breeding rights hereunder shall be nontransferable by Buyer to any other third party. No exceptions permitted.

13. In the event of any action at law or equity between the parties or arising out of this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses thereof, including reasonable attorney's fees and court costs. The parties agree that this Agreement shall be construed both as to validity and performance and enforced in accordance with the laws of the State of North Carolina and that Buyer specifically agrees to submit to the jurisdiction of the State of North Carolina.

14. No waiver of any breach of any term of this Agreement will be construed as a waiver of any subsequent breach of the Agreement or any term(s) thereof.

15. This Agreement is the complete agreement and understanding of the parties and supersedes and preempts any prior understandings, agreement or representations by or between the parties, written or oral.

16. If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

The parties have executed this Agreement and certify that they have read, understand and agree to be bound by the terms of this Agreement.

Buyer: _____

Seller: Carey Carpineta on behalf of Darkside Arabians

Date

By:

By:

Date

Credit Card Number

Expiration Date

Security Code

Name on Card

Signature