

# Wilson Training & Bloodstock LLC

22220 Wolf Branch Rd

Sorrento, FL 32776

352-267-5550/wilsontraining@icloud.com

## **O Sherlock-Cooled Semen Breeding Agreement**

AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Randall or Augusta Hammock. (hereafter referred to as "the stallion owner") and:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Farm name: \_\_\_\_\_

Email: \_\_\_\_\_

WHEREAS, the Breeding Customer has legal interest in the Arabian mare named:

\_\_\_\_\_

Registration # \_\_\_\_\_,

including the right to breed the mare to the Stallion O Sherlock AHA No. 678389 during the 2023 breeding season, as further described in Section 3.2 hereof.

WHEREAS, the Breeding customer has provided to the Stallion Owner the information about the Mare provided in Section 3 hereof;

WHEREAS, Wilson Training & Bloodstock LLC is managing the breeding of the Stallion During the 2023 breeding season & this breeding is for the 2023 breeding season.

NOW, THEREFORE, in consideration of the premises and the mutual promises and covenants made herein, the parties hereby agree as follows:

1.0 Breeding Fees. Breeding Customer agrees to pay the following fees.

1.1 \_\_\_\_\_ Stud Fee (See paragraph 3.2 for any special conditions.)

1.2 \$N/A Booking Fee

1.3 \$ N/A Transfer Fee. This breeding is non transferrable and non saleable.

2.0 Transported Semen Fees (for collecting semen and shipping)

2.1 \$350.00 plus delivery or cost of breeding clinic Nonrefundable semen shipment lab fee due prior to shipment of semen, pays in full for one shipment during one breeding season. The fee is in addition to any other fees, such as booking fees, stud fees, or breeding fees, that you may owe the Stallion owner or any other party in connection with the breeding of the Mare to the Stallion. Airline/courier/FedEx is at Mare owner's expense.

2.2 \$350.00 plus delivery or cost of breeding clinic Semen shipment fee for each additional shipment during same season if required. Additional fees listed in 2.1 apply here as well.

2.3 \$25.00 per day late fee for any Equitainer not back in WTC's possession within 72 hours of receipt by the mare owner.

3.0 Mare Information.

3.1 Interest in Mare. Breeding customer has the following interest in the mare. Place an 'X' next to correct statement as appropriate:

\_\_\_\_\_ Breeder is the owner of the Mare, free and clear of all encumbrances, security interests, claims or liens whatsoever and the AHRA Certificate of Registration for the mare is in its name.

\_\_\_\_\_ Breeder is the purchaser of the Mare, Pursuant to the contract dated \_\_\_\_\_ between it and \_\_\_\_\_ whose address is \_\_\_\_\_ in connection therewith, it has granted a security interest in the Mare to \_\_\_\_\_ whose address is \_\_\_\_\_ . The AHRA Certificate of Registration for the Mare is in the Name of \_\_\_\_\_ whose address is \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ Breeder is not the owner of the Mare, but has legal interest in the Mare, including the legal right to breed the Mare, pursuant to the following agreement with the owner of the Mare:

\_\_\_\_\_ No person or entity, other than those identified above, has any ownership right, security interest or other interest in or claim on the Mare, except as follows:

3.2 Right to breed to stallion. Breeding customer has the right to breed the Mare to the Stallion pursuant to the following special conditions or agreement if applicable. Describe in detail:

"This Breeding is NON transferable to a new owner"

\_\_\_\_\_

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#### 4.0 Transported Semen

4.1 Breeding customer shall notify WTC by telephone no less than 2 days prior to the day on which you will require a shipment of semen.

4.2 The availability of semen from the Stallion shall be determined by WTC in its sole discretion.

4.3 Breeding customer shall use all such transported semen for the sole purpose of impregnation of mare described herein.

#### 5.0 Registration Papers

If customer has paid all fees owed to WTC/Stallion owner, then stallion owner shall, upon request, sign foal registration papers or release a semen certificate for the mare owner when a live foal is born.

#### 6.0 Live Foal Guarantee

If said mare does not have a live foal (defined as a foal that stands and nurses) claim for return service for the following year only must be made within 48 hours following date of abortion or foaling, and accompanied by written statement from licensed veterinarian. Mare must be checked by palpation by a licensed veterinarian prior to 60 days after the last breeding date and stallion owner notified of results.

#### 7.0 Mares on Farm

Breeding customer may make arrangements to have their mare(s) transported to WTC for the purpose of breeding, by either live cover or artificial insemination. Fees and conditions applying to this option are handled separately and outlined in the WTC boarding agreement.

#### Charges, Fees and Expenses

Breeding customer agrees to pay to WTC all charges, fees and expenses incurred by WTC in connection with the performance by it of its duties hereunder, including without limitation the charges, fees and expenses set forth in Section 3 hereof.

#### Billing Terms

Except for those charges, fees or expenses for which WTC requests payment in advance or at the time the service is performed, the charges, fees and expenses due hereunder shall be due and payable within thirty days from the date of any billing or invoice rendered by WTC. Breeding Customer agrees to pay a late charge in the amount of the lesser of 1 1/2% per month or the greatest charge allowed by law on all

sums not paid when due hereunder. All payments hereunder shall be made in lawful money of the United States at the office of WTC, at Eustis, Florida.

#### Representations of Breeding Customer

Breeding Customer hereby Represents and warrants to WTC that:

10.1 No Other Interests. It has not previously granted to any party, and there does not presently exist in favor of any party, any claim, security interest, condition or encumbrance whatsoever that applies to the Collateral, except for the security interest created hereby in favor of WTC and except for (if no information is provided, the Breeding Customer will be deemed to have represented that there are none):

10.2 Authority. It has the authority to execute, deliver and perform this agreement, including without limitation the authority to grant the security interest granted hereby. All consents necessary to the entering by it into this agreement and the performance by it of its obligations hereunder have been obtained.

10.3 No Breaches. The execution, delivery and performance by it of this Agreement do not and will not constitute a violation or breach of any agreement, law, judgment, order or decree to which it or the collateral is subject or to which it is a party, and do not and will not result in the acceleration of any obligation of it under any agreement to which it is a party or by which it is bound.

10.4 Name and Location. Its true and complete name and its location, (including the location of its chief executive office, if it has one), are set forth above, and do not now, and have not within the last 5 years used any trade name or any other name.

10.5 Miscellaneous. It has the interest in the Mare described herein, and has the full and unrestricted right to breed the Mare to the Stallion during the breeding season covered hereby. The information contained herein is true and complete in all respects.

#### 11.0 Disclaimer of Warranties/Limitation of Liability

11.1 WTC hereby represents to you that any semen inseminated or transported to you will be from the Stallion indicated on the transportation container, and that any other information on the transportation container shall be accurate. WTC HEREBY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN.

11.2 Limitation of Liability. Except in the event of gross negligence or willful misconduct by WTC, its agents, servants or employees (the "WTC Parties"), the WTC Parties shall not be liable for any cause of action whatsoever arising out of or in any way connected with the breeding of the mare. Breeding Customer hereby agrees that this

Agreement, including without limitation any damages arising from the nonperformance of obligations which Breeding Customer may have undertaken to any third party in reliance upon promises and representations made in this Agreement. IN NO EVENT SHALL WTC'S LIABILITY FOR ALL CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY THE BREEDING CUSTOMER HEREUNDER.

#### 12.0 Miscellaneous.

12.1 Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their receptive successors and assigns, provided however, that Breeding Customer may not assign its rights or delegate its duties hereunder without the prior written consent of WTC.

12.2 Counterparts. This Agreement may be executed in any number of counterparts constituting an original but all together one and the same instrument and contract.

12.3 Governing law. This Agreement shall be governed by and construed in accordance with the laws of Florida.

12.4 Merger Amendment. This Agreement and the exhibits referred to herein constitute the entire agreement between the parties and supersede all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as to otherwise provided herein, this Agreement may be amended or modified only by a writing signed by both of the parties hereto.

12.5 Notices. Any communication made in connection with this Agreement shall be made in writing to the address shown in the first paragraph of this Agreement, or to such other address has been most recently designated in writing by one party to the other. Any notice or communication shall become effective when deposited in the United States mail properly addressed with proper postage for first-class mail prepaid.

12.6 Rights, Remedies, Powers. Each and every right, remedy and power granted to WTC hereunder shall be cumulative and in addition to any other right, remedy or power herein specifically granted and now or hereafter existing in equity, at law, by virtue of statute or otherwise and may be exercised by Lessor from time to time concurrently or independently and as often and in such order as WTC may deem expedient. Any failure or delay on the part of WTC in exercising any such right, remedy or power, or abandonment or discontinuance or steps to enforce the same, shall not operate as a waiver thereof or affect WTC's right thereafter to exercise the same, and any single or partial exercise of any such right, remedy or power shall not preclude any other or further exercise hereof or the exercise of any other right, remedy or power.

12.7 Severability. 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.

12.8 Reimbursement. Breeding Customer shall reimburse WTC for all costs, fees and expenses, including reasonable attorney's fees, incurred by WTC in performing its obligations or enforcing its rights under this Agreement, and for all federal, state and local sales of use tax liabilities, if any, connection with or related to this Agreement or any transaction arising hereunder, excluding however taxes based on the net income of WTC.

12.9 Direct Payment of certain expenses. Breeding Customer shall pay directly to any third party identified by WTC the fees or charges of such third party incurred in connection with the provision of service or goods for the benefit of Breeding Customer hereunder.

12.10 Headings. The headings set for the herein are for the purposes of reference only and shall not be used in construing the terms and condition hereof.

IN WITNESS WHEREOF, the parties have set their hands hereto as of the date first set forth above.

Breeding Customer:

Print Name: \_\_\_\_\_ Date \_\_\_\_\_

Signature: \_\_\_\_\_

Wilson Training Center & Bloodstock or Stallion owner:

Print Name: Michael Wilson (Manager) Date: Jan/1/2023

Signature: **Michael Wilson**