FREE GAIT FARM BREEDING CONTRACT APPROVED ELITE HANOVERIAN STALLION AND LIFETIME LICENSED OLDENBURG N.A. STALLION FRED ASTAIR

| TERMS: This leg | all and binding agreement in it's entirety between |
|--------------------|--|
| (Name) | |
| (Address) | |
| (City, State, Zip) | |
| (Tel) | |
| (Fax) | |
| (Email) | |

AND the stallion (Fred Astair Reg.# 316006698) and his owner Tom Noone, 85 Warren Street, North Abington, MA 02351, (tel) 781-878-0180, (Email) [breeding manager] judithnoone@verizon.net shall be in force until such time as the terms and conditions of this agreement are determined to be concluded as outlined in this agreement.

THIS VETERINARY AFFIDAVID MUST BE SIGNED BY THE VETERINARIAN AND SUBMITTED WITH THE BOOKING FEE PRIOR TO SHIPMENT OF SEMEN.

- A. Prior to the shipping of fresh and cooled semen the mare owner will provide to Tom Noone a Veterinary certificate regarding the health and general condition and basic health history of the mare to be bred. A current urine culture taken when the mare is in heat and the report from a recognized laboratory indicating that the mare is in sound breeding condition and free of infection.
- B. The mare owner is required to supply Free Gait Farm with a signed Veterinary report of Insemination date, time and conditions.

- C. The mare owner agrees to submit confirmation in writing of the mare's pregnancy at the 14 18 day post ovulation, also the 35 40 day post ovulation and the 55 60 day post ovulation.
- D. The mare owner assumes all responsibility for the care, custody, control and condition of the mare and bears all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise. Any and all insurance policies are to be purchased and maintained by the mare owner.
- E. The Hanoverian Elite Stallion FRED ASTAIR'S breeding season is from FEBRUARY 1 JUNE 1 each year. FROZEN SEMEN WILL BE AVAILABLE AFTER THAT. Since Fred Astair is also showing on the Dressage Circuit, FROZEN SEMEN MAY BE SUPPLIED IN PLACE OF FRESH COOLED. The mare owner will be aware that collection of semen can not be done at those few times. Otherwise, a 48 hour notice is required prior to needing the semen. If a shorter notice is given, an attempt to accommodate will be made.
- F. IF A MARE DOES NOT BECOME PREGNANT on the first shipment of semen, the mare owner will be required to pay the collection and shipping costs for the following shipments. (See fee schedule). NOTE: ALL INSEMINATION IS TO BE DONE BY A LICENSED VETERINARIAN.
- G. FAILURE TO BECOME PREGNANT IN THE FIRST SEASON OF BREEDING, proof of which will be necessary in writing, signed and stamped by a licensed Veterinarian. This contract will be terminated. The booking fee is non-refundable, but the stud fee will be refunded.
- H. ONCE A LIVE FOAL HAS BEEN DELIVERED, ASSISTED OR UNASSISTED, THAT CAN STAND AND NURSE UNASSISTED, THIS CONTRACT IS DEEMED FULFILLED. Loss of a foal must be verified in writing by a Licensed Veterinarian with detailed cause, date and time. Pregnancy loss, stillbirth or new foal death notice must be given within 10 days of said occurrence. Provided the mare has been in good health and has been properly fed, wormed and cared for, (attested to by the mare owner's veterinarian) the stud fee will be carried over into the next season. A new booking fee would have to be paid by the mare owner. All other conditions of the contract will remain.

- I. The mare owner agrees to indemnify, release, and hold harmless Tom Noone, Free Gait Farm, their agents, employees and assigns from any and all claims, demands, damages, actions, suits, attorney's fees and cost obligations or liabilities of any kind, known or unknown, in any way related to the mare, the breeding, or the insemination of the mare.
- J. This agreement will be governed by the laws of the State of Massachusetts.

MARE INFORMATION SHEET

| NAME OF MARE | |
|-----------------------------|--|
| MARE'S REGISTRATION # | |
| BREED | |
| COLOR | |
| AGE | |
| BARREN, OPEN OR FOALING? | |
| SIRE | |
| DAM | |
| DAM'S REGISTRATION # | |
| OWNER(S) | |
| OWNER'S ADDRESS | |
| | |

FEES

| BOOKING FEE: (NON REFUNDABLE) *INCLUDED IN THE STUD FEE | \$700.00 | |
|--|------------|--|
| STUD FEE*: | \$1800.00 | |
| SEMEN COLLECTION: | \$ AT COST | |
| *1 ST collection included in stud fee |) | |
| FEDEX OR UPS | \$ AT COST | |
| AIRLINE SHIPMENT | \$ AT COST | |
| COURIER TO AIRPORT | \$ 50.00 | |
| DISPOSABLE CONTAINER | \$ 45.00 | |
| I HAVE READ THIS BINDING CONTR ITS' CONTENTS AND ALL OF ITS' IN | | |
| DATE: | | |
| MARE OWNERS' SIGNATURE: | | |
| STALLION OWNER'S SIGNATURE: | | |
| | | |