



2023 BREEDING CONTRACT

This contract is between Sea Dragon LLC (hereinafter referred to as Stallion Owner) and _____ (hereinafter referred to as Mare Owner) with the intent to breed the following mare to the Morgan stallion DRAGONSMEADE SEA DRAGON, AMHA 181611, during the 2023 breeding season.

Mare Name: _____ Reg. No: _____

Sire x Dam: _____

RECITALS

- A. Mare Owner is a current shareholder in good standing to a DRAGONSMEADE SEA DRAGON (hereinafter referred to as Stallion) BREEDING SHARE and this contract represents the shareholder's single breeding for the year 2023, or Mare Owner has purchased an optional additional breeding, or service has been purchased via certified stallion service auction.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto intending to be legally bound hereby agree as follows:

BREEDING TERMS

- B. It is understood that the Mare Owner is responsible for any and all of the following:
- 1) Semen will be administered by a professional equine reproduction veterinarian or specialist
 - 2) The Mare Owner is responsible for any and all breeding costs incurred during the breeding process, as well as throughout the duration of the said mare's pregnancy.
 - 3) The Mare owner assumes all responsibility and risk of loss or damage in regards to health of the said Mare, including but not limited to: infection, injury, disease or death. As a result, the Mare Owner agrees not to hold the Stallion Owner or any of its agents, employees or associates responsible for any such events.
- C. Term Limit: This contract is valid for the current breeding season only, which runs from January 15, 2023 through August 15, 2023.
- D. If the Mare Owner should breach this contract in any way, this contract will be interpreted in accordance with the laws in the state of Pennsylvania, and the Mare Owner will be held responsible for any and all court costs and reasonable attorney fees incurred as a result of said breach.
- E. Stallion is available via fresh cooled or frozen semen transport only.
- F. Collection/Handling/Shipping Fee: Mare Owner shall pay a non-refundable collection/handling/shipping fee of \$ _____ to agent prior to any shipment of semen or insemination of mare at breeding facility. This fee covers one collection, the expenses of one shipment of semen, Stallion Owner's handling fee and the use of the container for that one and all future shipments in the current breeding season. These charges are the full responsibility of the Mare Owner. SEMEN WILL NOT BE SHIPPED WITHOUT FIRST PAYMENT. All future shipments will be billed and are payable UPON RECEIPT. If not paid within 30 days, semen will be held until payment is received.
- G. Container supplied by agent. The Mare Owner is responsible for prompt return of the container.
- H. All parties agree that semen shipped under this contract will be used only for inseminating the mare named above.

ADDITIONAL TERMS

- I. This Agreement sets forth the entire agreement among the Parties hereto and replaces and supercedes all other understanding, commitments, oral conversations, and agreements relating to the subject matter hereof.
- J. This Agreement cannot be modified, altered, amended or otherwise changed except by an agreement in writing signed by the Parties hereto.
- K. No waiver of a provision of this Agreement shall be deemed waiver of any other provisions, nor shall a waiver of the occurrence or performance of a condition or covenant in one or more instances be deemed a waiver of the future occurrence or covenant thereof.
- L. No Party shall assign this Agreement without the prior written approval of the other Parties.
- M. This Agreement may be executed in one or more counterparts, each of which shall constitute an original, but all of which together shall constitute one instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission or electronic mail (e.g., PDF, DocuSign or other equivalent) shall be as effective as delivery of an original executed counterpart of this Agreement and can be used for all purposes.
- N. Method of Delivery. Any written notice to be given hereunder shall be sent by registered or certified mail, return receipt requested, addressed to the opposite party at its address set forth herein, by delivering same personally to such party at the address set forth herein, or by facsimile transmission (with delivery confirmation) to the facsimile number set forth herein, or by email or electronic mail to the email addresses provided by the Parties. The Parties specifically acknowledge and agree that notice is effective upon electronic transmission and waive any challenge to such notice. Any notice mailed, telefaxed, emailed, or personally delivered shall be deemed to have been given on the date of mailing, the date of personal delivery, the date after being sent by telefax, or the date of transmission of the email as the case may be.

DISPUTE RESOLUTION

ARBITRATION: Any claim, dispute, or controversy ("Claim") arising out of or relating to this Agreement or the relationships among the Parties hereto shall be resolved by one arbitrator through binding arbitration administered by the American Arbitration Association ("AAA"), under the AAA Consumer Rules in effect at the time the Claim is filed ("AAA Rules"). ARBITRATION MEANS THAT THE PARTIES WAIVE RIGHT TO JURY TRIAL. Copies of the AAA Rules and forms can be located at www.adr.org, or by calling 1-800-778-7879. The parties will split the cost of the arbitrator and arbitration equally. The arbitrator's decision shall be final, binding and non-appealable. Judgment upon the award may be entered and enforced in any court having jurisdiction. This Agreement shall be governed by the Federal Arbitration Act. Neither party shall sue the other party other than as provided herein or for enforcement of this clause or of the arbitrator's award; any such suit may be brought only in Federal District Court in the State of Pennsylvania, or if any such court lacks jurisdiction, in any state court that has jurisdiction. The arbitrator, and not any federal, state or local court, shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, unconscionability, arbitrability, enforceability, or formation of this Agreement including any claim that all or any part of the Agreement is void or voidable.

This Agreement and the application or construction thereof, shall be governed exclusively by its term and by the laws of the State of Pennsylvania. Any disagreements, contests, or lawsuits arising out of or relating to this Agreement shall be brought within the courts of the State of Pennsylvania and Breeder agrees to submit to the jurisdiction and venue of the courts of the State of Pennsylvania.

Under Pennsylvania Law, a farm animal activity sponsor, farm animal professional, or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks that you voluntarily accepts if you participate in farm activities.

Signed _____ Print Name: _____ Date of Contract _____
(Mare Owner/Lessee)

Signed _____ Print Name: _____ Date of Contract _____
(Sea Dragon LLC, Daniel Fisher or Amos Fisher, Agents)

Complete this contract and include with any additional Stallion Service Fees, Semen Collection, Shipping & Deposit made payable to A&M Stables and mail to:

Amos Fisher | A&M Stables
7425 Baker Rd. | Hagerstown, IN 47346

All other questions, contact Amos Fisher at
765-238-5871 or 765-238-8138

SEND SEMEN SHIPMENTS FOR THIS MARE TO:

Name/Farm: _____

Mailing Address: _____

Telephone: _____