



LIFETIME BREEDING SHARE CONTRACT

This contract is between Sea Dragon LLC (hereinafter referred to as Stallion Owner) and _____ (hereinafter referred to as Breeder) with the intent to breed one mare of the Breeder's choice per year to the Morgan stallion DRAGONSMEADE SEA DRAGON, AMHA 181611, for the reproductive lifetime of the stallion.

Contract Purchaser: _____ Telephone: _____

Mailing Address: _____

City/State/Zip: _____ Email: _____

RECITALS

This contract is subject to the following terms and conditions. Failure to comply with said conditions voids this contract, resulting in no further shipments of semen and forfeiture of monies paid. 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:

- A. Breeder agrees to purchase a breeding share to DRAGONSMEADE SEA DRAGON (hereinafter referred to as Stallion) for the sum of \$15,000 to the Stallion Owner.
- B. Upon receipt of signed contract and payment in full, Breeder will be provided with an annual dated contract for a single breeding for that season, which Breeder must complete and return to secure booking.
- C. Breeder also has the option to sell the contract to a third party, who must abide by and submit the completed contract to secure booking.
- D. Breeder agrees to pay a non refundable collection and shipping fee for each cover, which will be delineated in the annual contract.
- E. Lifetime Breeding Share guarantees one (1) breeding per year for the reproductive lifetime of Stallion; an optional second breeding may be purchased annually by the Breeder for \$2,000 (two-thousand dollars). Unused breedings may not be transferred to future seasons.
- F. Should the Stallion die or become sterile within two (2) years of the date of this contract, this Breeding Share will guarantee three (3) breedings of frozen semen for up to three (3) years.
- G. Stallion Owner reserves the right to donate up to two (2) breedings per year to Stallion Service Auctions of their choice.
- H. Stallion Owner agrees not to stand Stallion to the public until three (3) years after Stallion dies or becomes sterile.

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 bought within the courts of the State of Pennsylvania and Breeder agrees to submit to the jurisdiction and venue of the counts of the State of Pennsylvania.

Signed _____ Print Name: _____ Date of Contract _____
(Breeder)

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

Please Read Carefully - Sign and Return to either:

Sea Dragon LLC/Daniel Fisher
602 Mackeyville Rd.
Mill Hall, PA 17751
717-825-1400 or 570-726-0001
tripleddruss1991@gmail.com

Amos Fisher, Agent/A&M Stables
7425 Baker Rd.
Hagerstown, IN 47346
765-238-5871 or 765-238-8138
aandmstables1994@gmail.com