

# OMNIPOTENT

AMATEUR TEMPERAMENT, PROFESSIONAL POTENTIAL

## BREEDING AGREEMENT

Date Agreement initiated: \_\_\_\_\_

This Agreement is for the 2007 breeding season and is made and entered into by and between

The Omnipotent Fund,  
c/o Christine Quilling Smith,  
Wildest Expectations Farm,  
577 Canterburg Road,  
Stephens City, Virginia 22655,

hereinafter designated as The Fund

and

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

hereinafter designated as The Mare Owner for the following mare:

The Mare: \_\_\_\_\_

Breed: \_\_\_\_\_

Registration number: \_\_\_\_\_

Sire of Mare: \_\_\_\_\_

Dam of Mare: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

hereinafter designated as The Mare, and the stallion:

The Stallion: Omnipotent

Breed: Selle Francais

Registration number: 02 700 333 E

Sire of Stallion: Heisman (DE), Old

Dam of Stallion: Halftone (US), SFA

Date of birth: April 24-2002

hereinafter designated as The Stallion.

The Fund hereby agrees to sell the Mare Owner semen from the stallion Omnipotent at the price set forth in subsequent paragraphs three (3) and four (4) and to guarantee a live foal subject to the terms and conditions set forth in this Agreement.

1. The Mare Owner must complete the identification portion of the Mare Identification Breeding Passport and return a copy to The Fund along with a copy of The Mare's registration papers, a veterinary certificate and current uterine culture showing the mare to be in good breeding condition and free of infection as a condition of this Agreement.
2. All fees, charges and transportation costs due to The Fund must be paid before the delivery of the semen. The Mare Owner should make the check payable to "The Omnipotent Fund" and sent to the address previously cited.
3. The stallion service fee of \$1,000.00 is payable to The Fund prior to any delivery of semen.
4. The \$250.00 booking fee, which is non-refundable, does hereby reserve for The Mare Owner one season's booking for the year 2006 to The Stallion for the sale of fresh or frozen semen. The \$250.00 booking fee is payable to The Fund and must be returned with the executed Agreement.
5. The Mare Owner shall be responsible for a laboratory fee of \$\_\_\_\_\_ to cover the costs of the collecting veterinary clinic or facility prior to the delivery of the semen. The Fund will advise The Mare Owner of the address of the facility to be used. If more than one semen shipment is required, an additional fee and or deposit may be required.
6. The Mare Owner shall be responsible for \$\_\_\_\_\_ deposit on the shipping container, if container is non-disposable. If disposable, The Mare Owner shall be responsible for the purchase of said container. All transportation costs and container deposit(s) or container costs must be paid by The Mare Owner in full prior to the shipment of the semen unless agreed to in writing by The Fund. The Mare Owner agrees to return, at The Mare Owner's expense, the non-disposable container within five days from the date of receipt, otherwise the deposit shall be forfeit and an additional deposit required before any additional semen shipments are made. If the container is returned in damaged condition The Mare Owner will be notified and the container deposit will be debited accordingly.
7. The Mare must be examined by a licensed veterinarian between 45 and 55 days after the last day bred and The Fund notified in writing of her pregnancy status within ten days after the last 45- to 55-day examination of the year or all guarantees are null and void.
8. The Mare's completed Breeding Passport must be signed by the attending licensed veterinarian and returned to The Fund within ten days after the last 45- to 55-day examination of the year or all guarantees are null and void.
9. Should fresh transported semen be utilized, The Fund and the clinic only assume responsibility to ship semen in viable condition, at the time of delivery, to The Mare Owner's farm or other designated location. The Fund and the clinic assume no responsibility for loss of semen viability or associated expenses due to any delay in shipment, delay in airline schedules, or delay in courier services, beyond our control. The semen must be inseminated by a licensed veterinarian on the day of delivery or The Fund and clinic shall be considered to have fulfilled the Agreement obligations and any guarantees in paragraph 10 and 11 shall consequently not apply.
10. It is understood and agreed that this Agreement guarantees free return privileges for the same mare, if the mare is examined by a licensed veterinarian and found to be barren at 55 days from the date of insemination; provided notice of same is sent to The Fund in the form of the Mare Identification Breeding Passport signed and returned to The Fund by certified mail within ten days of such examination. No rebreeding will be considered prior to the receipt of this Passport by The Fund. If after two full breeding seasons, The Mare does not conceive, The Fund shall have the option of continuing breeding efforts with the same mare or a substitute mare. If for any reason The Mare is determined by two licensed veterinarians to be unable to conceive, The Mare Owner may sub-

stitute another mare, subject to The Fund's approval, by promptly notifying The Fund by certified mail.

11. Should The Mare not produce a live foal that stands and nurses, The Mare Owner shall also be entitled to a free return breeding if and only if The Fund is notified by certified mail within 48 hours of the foal's death. In addition, such notice must be followed within ten days by a written statement of details by a licensed veterinarian to The Fund. If such statement of details is not received within fifteen days of the foal's death the guarantee provided herein becomes null and void. This clause is also binding in case of abortion.

12. It is understood that the Mare Owner shall assume all responsibility for the condition of The Mare and shall bear all risk of loss or damage to The Mare whether by death, disease, injury, infection or otherwise by any other cause whatsoever and therefore agrees to hold The Fund, the clinic and their employees, agents, successors and assigns harmless for any and all damages associated therewith.

13. It is understood that during periods of greatest demand there may be days when semen availability is limited.

14. It is understood that The Stallion may be competing during the breeding season and there may be days when he is not available.

15. Should The Stallion die, become unfit for service, be sold or unavailable due to prolonged competitive events, frozen semen will be offered. The Mare Owner may decline this offer in which case the stallion service fee paid will be refunded unless agreed to in writing by The Mare Owner and The Fund. The Mare Owner and The Fund will also be released from this agreement thereby making it null and void.

16. The Agreement cannot be assigned or transferred by the Mare Owner in the event The Mare is sold or otherwise changes ownership after having been bred by semen from The Stallion; there shall be no right of return to The Stallion under any circumstances.

The Agreement shall be interpreted in accordance with the laws of the Commonwealth of Virginia and its validity and administration shall be governed by said laws.

The parties agree that the terms and conditions stated herein set for the entire agreement of the parties.

This Agreement is executed in duplicate and the same shall be binding for both The Fund and The Mare Owner.

Executed by The Fund on \_\_\_\_\_ 2007 by  
\_\_\_\_\_  
(Christine Quilling Smith)

Executed by The Mare Owner on \_\_\_\_\_ 2007 by  
\_\_\_\_\_  
(The Mare Owner)

Fee Schedule:

Booking Fee:	\$250.00	Lab (Collection) fee:	_____
Stud Fee:	\$1,000.00	Container deposit:	_____