SCAPA
BREEDING AGREEMENT

Agreement, made and entered into this _____day of _____, 20_____, by and between

Name: _____

Farm Name: _____

Address: _____

Telephone(s):_____Fax: _____
Hereinafter referred to as "Mare Owner" and PARADISE ARABIANS, LTD. 721 Gowin Rd., LaFayette, GA 30728 hereinafter referred to as "Stallion Manager".

WITNESSETH

Whereas, **Gary or Wanda Kenworthy**, hereinafter referred to as "Stallion Owner", is the owner of the stallion named **Scapa**, AHRA **# 0619988**, hereinafter referred to as the "Stallion", whereas such stallion shall stand at Paradise Arabians, Ltd. and whereas, Mare Owner has the following ownership rights to the following said mare.

Name of Mare (as appears on registration papers):_____

AHRA # _____D.O.B. of Mare: _____

Owner Name (as appears on Registration Papers):_____

Whereas, Stallion will stand at stud for the current breeding season from February 15 to September 1. This period shall be defined as the normal breeding season (hereinafter referred to as the "breeding season"). Any extension of the breeding season for any Mare or for any reason shall be at the sole discretion of the Stallion Manager.

THE PARTIES HERETO AGREE AS FOLLOWS:

FEES:

The Breeding Fee for Scapa is as follows:

- **$4,500.00 US for straight Egyptian mares,**
- **$4,000.00 US for purebred Arabian mares other than straight Egyptian,**

The Stallion Owner hereby grants Mare Owner one season's booking during Mare's Breeding Period for Stallion's servicing of Mare, and hereby guarantee a live foal pursuant to the LIVE FOAL GUARANTEE section of this agreement.

The Breeding Fee shall be payable as follows:
___**Option 1:** The total breeding fee payable upon signing of this contract.
___**Option 2:** The breeding deposit of **$1,000.00** is payable upon signing of this contract.
Any remaining balance is payable prior to first shipment.
All amounts paid by Mare Owner shall be non-refundable, subject to BREEDING or DEATH, EXPORTATION, OR INCAPACITY OF STALLION sections hereof this agreement.

In the event the Mare does not conceive during Breeding Season or for any other reason fail to produce a live foal, the Mare Owner may exercise the right to a return breeding pursuant to the LIVE FOAL GUARANTEE section hereof, upon the payment of a rehandling fee of **$600.00** prior to the rebreed.

In addition, the following fees shall apply and are payable prior to shipment(s):

1. **A $250.00 Collection and Semen Handling Fee.** This fee covers collection of stallion, laboratory and semen preparation. This fee applies to collections for on-farm breedings and cooled semen shipments. For shipped semen, add $25 for the disposable shipping container.

2. Overnight shipping charges. Most US destinations are at the rate of **$60.00 for Overnight shipping for weekday delivery and $75.00 for overnight shipping for Saturday delivery.** If shipping exceeds these prices, then Mare Owner is responsible for additional costs.

BREEDING

Stallion Manager reserves the right to require a Mare that has not settled with three heat cycles to be cultured or biopsied to determine breeding soundness. Stallion Manager also reserves the right to refuse or discontinue service to any Mare upon detection of Mare carrying an infectious and/or contagious disease, or if any other applicable reason applies. In the event of such service discontinuance, the Mare Owner is obligated to substitute another Mare to fulfill the terms of this Agreement.

The Stallion Owner reserves the right to remove the Stallion from the premises of Paradise Arabians, Ltd. for a period of time necessary to show and /or promote the Stallion in the best interest of the Stallion Owner and the Mare Owner. During this time, Mare Owner understands that Mares that come into heat may not be bred during this particular heat cycle. It is Mare Owner's responsibility to check on availability of Stallion for breeding during these times.

LIVE FOAL GUARANTEE

Should the Mare fail to conceive, abort, die, or not produce a "Live Foal" (Live foal shall be defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth) then the Stallion Owner guarantees that Mare Owner shall have the right to rebreed or substitute a mare (upon the approval of the Stallion Manager) within the current or the following breeding season only.

Mare Owner shall notify Stallion Manager within sixty days of the last day of Breeding Season if the Mare did not conceive, in order, to be eligible for a rebreed. Mare Owner shall also notify Stallion manager within thirty days of the Mare's abortion, should the Mare abort.

In the event the Mare does not produce a "Live Foal", then Mare Owner shall provide Stallion Manager with a veterinarian's certificate stating the time and date of birth, time and date of death, and cause of death within seven calendar days of such death.

In the event that Mare dies, Mare Owner shall provide Stallion Manager with a veterinarian's certificate of death.

Live Foal Guarantee shall be specifically conditioned upon Mare Owner's vaccination of Mare for Rhinopneumonitis in the fifth, seventh, and ninth months of the Mare's pregnancy. Mare Owner shall provide the Stallion Manager with a certificate indicating that such vaccination has taken place at the time the Mare owner requests a rebreed pursuant to this section.

Live Foal Guarantee to Stallion shall lapse and the Stallion Owner and Stallion Manager shall have no further obligation under this section if:

1. Mare Owner fails to rebreed Mare during acceptable return breeding periods as defined in this section.
2. Mare Owner fails to provide Rhinopneumonitis vaccination certificate.
3. Mare is bred by any other stallion without written consent by Stallion Manager prior to rebreed.
4. Mare is substituted with another mare without written consent by Stallion Manager.
5. Mare fails to conceive, aborts, or dies and Mare Owner fails to notify Stallion Manager as defined in this section.

DEATH, EXPORTATION, OR INCAPACITY OF STALLION

Should Stallion die, or become incapacitated before Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by Mare Owner. Should the Stallion die, or become incapacitated after servicing the Mare and Mare does not produce a Live Foal pursuant to this Agreement, then Stallion Owner shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees. Should Stallion be exported prior to contractually agreed upon breeding season and Mare does not produce a Live Foal, then Stallion Owner shall return the breeding fee paid by the Mare Owner and this Agreement shall be nullified. Should the stallion be exported after the contractually agreed upon breeding season and the Mare does not produce a Live Foal, then Stallion Owner shall return the portion of the breeding fee paid by Mare Owner, less the booking fee and any outstanding miscellaneous fees.

TRANSPORTED SEMEN

Stallion Manager shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the equitainer has left Paradise Arabians Ltd.

Stallion Manager shall collect and transport semen on Monday, Wednesday and Friday only. Stallion Manager reserves the right to not collect or transport semen on Holidays.

Mare Owner shall request collection and transported semen 24 hours prior to shipment. Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance. Stallion Manager shall provide semen on a "first come, first serve" basis and shall not guarantee semen to Mare Owner if the Stallion is overbooked on that particular day.

Mare Owner shall have the responsibility to ensure proper handling and insemination of the semen into the Mare.

INDEMITY

Paradise Arabians, Ltd. and its owners, principals, agents, employees, veterinarians, farriers, and Stallion Owner shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by Mare and/or Foal during the time that Mare is in the custody of Paradise Arabians Ltd., or for any other cause of action whatsoever arising out of or in any way connected with breeding, boarding, conditioning, training, transporting, or providing any other services to mare and/or Foal. This includes, but is not limited to, any personal injury or disability that Mare owner, its agents or employees may receive while on the premises of Paradise Arabians, Ltd. Mare Owner fully understands that Paradise Arabians, Ltd. does not provide any public liability, accidental injury, theft or equine mortality insurance for Mare and/or Foal, and that all risks connected with breeding, boarding, conditioning, training, transporting, or providing any other services to mare and/or Foal are to be borne solely by Mare Owner.

Under Georgia Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to Chapter 12 of Title 4 of the Official Code of Georgia Annotated.

This Agreement constitutes the entire agreement between both parties and may not be modified except in writing, signed and agreed upon by all parties. **NOTE: This contract is neither salable nor transferable.**

The parties hereto understand and agree to comply with the terms and conditions as set forth in the Agreement.

Agreement executed by Mare Owner this _____day of _____20_____.

Mare Owner Signature: **Printed Name:**

_____ _____

Date:_____

Paradise Arabians, Ltd.

Authorized Signature: _____

Title: _____

Date: _____

PAYMENT INFORMATION: Visa, MasterCard, American Express (CREDIT CARD AUTHORIZATION ON FILE IS REQUIRED ON ALL TRANSACTIONS.)

Credit Card #:_____Exp. Date:_____Security Code:_____

Name on Card:_____ Signature:_____

Billing Address:_____

Please mail completed contract to: Paradise Arabians, Ltd., 721 Gowin Rd., LaFayette, GA 30728