

# Sans Souci Show Horses

## Breeding Agreement

1. PARTIES. THIS AGREEMENT is made this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between SAN SOUCI SHOW HORSES, whose address is 250 Grace Greenlee Road, Marion, North Carolina 28752 (hereinafter "SSSH") and:

\_\_\_\_\_ (name (hereinafter "customer"))

Address \_\_\_\_\_

County \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Residence phone \_\_\_\_\_

Ranch or cell phone \_\_\_\_\_

E-mail address \_\_\_\_\_

2. HORSE. This agreement pertains to the following horse (hereinafter "the horse")

Name of horse \_\_\_\_\_

Breed of horse \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Registration # \_\_\_\_\_ Date foaled \_\_\_\_\_

Color: \_\_\_\_\_ Insurance Co \_\_\_\_\_

Insurance Co. Phone Number: \_\_\_\_\_

3. OWNERSHIP. Customer has (Mark one)

Full ownership  Manages the horse  Leases the horse

has purchased the horse under an installment contract

Unless full ownership then owner listed on the registration papers must also sign agreeing to the terms of this agreement.

A copy of the horse's registration papers **MUST** accompany this agreement.

4. SERVICE PROGRAM. Customer hereby contracts for ( ) boarding services

to be rendered at Sans Souci, Marion, North Carolina for a base fee of \$ \_\_\_\_\_

per day for the mare or \$ \_\_\_\_\_/day for a mare and foal, plus such additional fees and expenses described below as may apply, or for ( ) transported semen, in which case an additional SANS SOUCI TRANSPORTED SEMEN AGREEMENT is attached to and made a part of this contract.

5. BREEDING. Customer contracts to breed this mare to \_\_\_\_\_

# \_\_\_\_\_ ("the stallion") during the \_\_\_\_\_ breeding season which terminates

on \_\_\_\_\_ The stud fee shall be \$ \_\_\_\_\_,

\_\_\_\_\_ percent ( \_\_\_\_\_%)

of the total or \_\_\_\_\_ (\$ \_\_\_\_\_) is a nonrefundable booking fee for this breeding, payable upon execution of this contract. The balance shall be paid as follows:

( ) a. Cash upon execution of this contract

- ( ) b. When the mare foals a live foal
- ( ) c. When the horse is checked 60 (sixty) days in foal
- ( ) d. In installments as follows \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

( ) e. When the mare leaves SSSH.

SSSH will execute registration papers for the resulting foal only when the entire balance is paid in full.

5a. SANS SOUCI BREEDING CREDITS. If a mare bred to a stallion owned or leased by SSSH fails to produce a live foal (one that survives 72 hours), as certified in writing by a licensed veterinarian within one week of such determination and provided to SSSH within 30 days thereafter, SSSH will provide a rebreeding the following breeding season for no additional breeding fee, except as provided in paragraphs 5b and 5c. The rebreeding is available only for the same mare or a substitute approved by SSSH. If the stallion is not available to SSSH for breeding the following season, SSSH may at its option substitute another purebred Arabian stallion with an equal or greater standard stud fee that SSSH deems appropriate for breeding to the mare, or, in the alternative, give the Customer credit for all amounts of the stud fee paid in excess of the nonrefundable booking fee. SSSH shall retain the nonrefundable booking and the nonrefundable rehandling fee, if any, and give Customer credit for any portion of the stud fee paid in excess thereof, and the breeding contract shall be terminated. Credits shall be applied to prevailing stud fees for SSSH owned stallions. Payment of all other fees is still required, including but not limited to board, conditioning, foaling fees, collection and transport fees, veterinary and farrier fees.

5b. REHANDLING FEE. Sans Souci shall be paid a nonrefundable rehandling fee for rebreeding in a breeding season after the original breeding season. This rehandling fee shall be in addition to and not credited toward the booking fee or stud fee. For a stallion owned or leased by Sans Souci, the rehandling shall be equal to twenty percent (20%) of the stud fee at the time of booking, for a syndicated stallion, the rehandling fee shall be equal to the nomination fee at the time of booking.

5c. VACCINATION REQUIREMENT. No breeding guarantee or credit shall apply if a mare has not been vaccinated against rhinopneumonitis (viral abortion) and the mare aborts due to rhinopneumonitis, in which case Customer shall pay the entire stud fee and not be entitled to any rebreeding credit.

5d. ARTIFICIAL INSEMINATION. Sans Souci is authorized, but not required, to perform breeding by artificial insemination as permitted by Registry rules.

5d. FOALING FEE. Customer shall pay the foaling fee normally charged by and set forth in the Sans Souci fee schedule if the mare foals while in Sans Souci custody, regardless of whether such services were requested.

ADDITIONAL PROVISIONS:

A. SPECIAL PROVISIONS FOR CUSTOMER HORSE: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

B. DUTIES OF SANS SOUCI: During the time that the horse is in the custody of Sans Souci Pursuant to this agreement, Sans Souci will provide board and care for the horse in accordance with the same standards of care given its own horses.

C. COSTS. All expenses for the horse including but not limited to veterinary, farrier and transportation shall be the obligation of the Owner. Except for those charges, fees or expenses for which Sans Souci requests payment in advance, all sums due to Sans Souci here under shall be due and payable by Customer when billed. The Customer agrees to pay a late charge in the amount of the lesser of 1 ½ % per month or the greatest charge allowed by law on all sums not paid within 30 days of invoice date.

D. LIMITATIONS OF LIABILITY AND INDEMNIFICATION: **REGARDLESS OF ANY NEGLIGENCE ON ITS PART, SANS SOUCI SHOW HORSES, SANS SOUCI ARABIANS, GRACE GREENLEE, OR THEIR AFFILIATES, AGENTS, SERVANTS AND EMPLOYEES SHALL NOT BE LIABLE FOR ANY SICKNESS, DISEASE, ESTRAY, THEFT, DEATH OR INJURY THAT MAY BE SUFFERED BY THE HORSE WHILE IN SANS SOUCI'S CUSTODY** nor for any other loss, damage or injury arising out of or connected with breeding, boarding or other services pursuant to this Agreement. Customer fully understands authorizes and assumes the special inherent risk associated in breeding and transporting horses and acknowledges that mortality and other insurance is solely Customer's responsibility. **ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED** to the full extent permitted by law. In no event shall the Customer's remedy exceed the amount of the fee paid for the service complained. Sans Souci shall also not be liable for any personal injury or disability which the Customer or his agents, representatives, family or any other person or entity that Customer invites to or brings to Sans Souci may receive while on Sans Souci premises. Customer agrees to indemnify and hold Sans Souci harmless from any claim related to damages, illness or injury caused by the horse, and from any claim from a buyer of the horse, or any claims from Customer or his agents, representatives, family or any other person or entity that Customer invites or brings to Sans Souci and agrees to pay all expenses and attorney's fees including those for appeals incurred by Sans Souci in defending such claims.

E. RISK OF LOSS. It is understood and agreed that Sans Souci does not carry the Customer's horse on any public liability, accidental injury, theft or equine mortality insurance and Sans Souci shall not be liable for any loss or damage to said animal as a result of accident, injury, illness, theft, negligence (of Sans Souci, any of its principals or agent, or any other person), or otherwise and that all risks connected with the care and breeding of this horse are to be borne by the Owner.

F. ACCEPTANCE. This Agreement is not effective until approved and executed by Sans Souci which reserves the right to reject any horse in its sole discretion, and to return any unruly horse at Customer's expense. All service programs are subject to availability. Sans Souci reserves the right to discontinue any service program.

G. VACCINATIONS. Customer warrants that the horse is free from all communicable diseases upon delivery to Sans Souci. On or prior to arrival, the Customer shall provide a record of current vaccination for Rhinopneumonitis, strangles, Equine Influenza, tetanus and Sleeping Sickness and a negative Coggins test performed within six months prior to arrival. If the horse arrives without records of such vaccinations and test, Sans Souci may, at its option, not accept the horse or provide the vaccinations at Customer's expense. Sans Souci does not warrant that any

vaccinations will provide the anticipated immunity, and shall not be responsible for its failure to vaccinate or for the vaccine to effectively perform. ***SANS SOUCI WILL NOT ACCEPT A HORSE WITHOUT A CURRENT COGGINS TEST PRESENTED NO LATER THAN THE TIME OF ARRIVAL AT SANS SOUCI.***

H. VET CARE. Sans Souci is authorized to maintain and provide vaccinations, Coggins test, foot care, regular breeding cultures and other veterinary needs, including emergency surgery, in its discretion, at customer's expense.

I. TRANSPORTATION: Transportation may be provided by Sans Souci or may be arranged with another carrier. Customer agrees to pay all costs. If the horse is transported on any vehicle owned or leased by Sans Souci of any affiliate of Sans Souci or if any other shipper is selected by Sans Souci, Customer hereby releases Sans Souci, any affiliated company, Grace Greenlee and any employee and agent of Sans Souci from any liability whatsoever in regards to such shipment or selection of said shipper and agrees to hold the aforesaid entitles harmless from any liability in connection with said shipment. It is agreed that the risk of loss during transportation shall be assumed by the Customer and Customer agrees to indemnify and hold Sans Souci harmless from such loss or injury including but not limited to payment for attorney's fees and costs, including appeals.

J. VETERINARIAN, DENTIST, BLACKSMITH, AND OTHER INDEPENDENT CONTRACTORS. Customer understands that any and all services performed on the horse by a veterinarian, dentist, blacksmith (farrier) or other independent contractor(s) are strictly pursuant to agreement between the customer and the veterinarian, dentist, blacksmith or other independent contractor(s). Any assistance provided by Sans Souci in connection with any and all other aforesaid agreement (s), including arranging times, dates, schedules and billing for said services is completely gratuitous. Customer understands that no veterinarian, dentist, blacksmith or other independent contractor is an employee of Sans Souci.

K. SALE COMMISSION. In the event the horse is for sale and is sold while at Sans Souci or at any time through the efforts of Sans Souci the customer agrees to pay a commission equal to fifteen (15%) of the sales price.

L. RELEASE. Customer agrees that all outstanding balances due for board, breeding, veterinary care, farrier work and all other fees, charges and expenses pursuant to this Agreement shall be paid prior to Sans Souci's release of the horse. The aforesaid is included solely for the protection of Sans Souci and is in no way intended to be construed as an acceptance by Sans Souci of an employee/employee relationship between Sans Souci and any veterinarian, dentist, blacksmith or other independent contractor. Customer shall make arrangements with Sans Souci for the horse's release at least 48 ours in advance. Customer is solely responsible for determining whether the horse is sufficiently healthy to be moved and for obtaining any necessary blood tests, vaccinations and health certificates, whether through Sans Souci veterinarians or otherwise. Upon commencement of loading of the horse for shipment, customer assumes full responsibility and releases Sans Souci, its agent and employees and Grace Greenlee from any responsibility or liability for the horse's health, soundness, breeding condition, transportation and care.

M. LIEN. Customer hereby grants and/or confirms that it hereby grants to Sans Souci a lien and security interest in the horse and any foal produced by a breeding or foaling at Sans Souci to secure all obligations and amounts due under this and any other Agreement with Sans Souci. Sans Souci may, at any time until all amounts due hereunder are fully paid, file a photocopy, fax or e-mail of

this agreement in any county or state office in which Sans Souci elects, and when so filed the copy shall be effective as a financing statement as well as a security agreement. Customer will execute, deliver and file such financing statements, security agreements and other documents as may be requested by Sans Souci from time to time to conform, perfect and preserve the security interest created hereby, and in addition, authorizes Sans Souci to execute on behalf of Customer, deliver and file such financing statements, security agreements and other documents without the signature of Customer, all at the expense of Customer. At any time the Customer's balance is unpaid for thirty (30) days, or Customer is otherwise in default in this or any other Agreement with Sans Souci, Sans Souci may then, or at any time thereafter, sell in one or more sales or otherwise dispose of all or any of the collateral in which Sans Souci has a security interest by virtue of this Agreement, in its then existing condition or following any commercially reasonable preparation, in such order as Sans Souci may elect, and any such sale may be either at public or private sale at Sans Souci's place of business or elsewhere, either for cash or upon credit for future delivery, at such price as Sans Souci may deem fair, and Sans Souci may be the purchaser of any or all of such collateral so sold and hold the same thereafter in its own right free from any claim of Customer or right of redemption. No such purchase or holding by Sans Souci shall be deemed retention by Sans Souci in satisfaction of obligations owed by the Customer to Sans Souci. All demands, notices and advertisements and the presentation of property at sale, are hereby waived. If, notwithstanding the foregoing provisions, any applicable provision of the Uniform Commercial Code or other law required Sans Souci to give reasonable notice of any such sale or disposition or other action, five (5) days prior written notice shall constitute reasonable notice. Any sale hereunder may be conducted by an auctioneer or an officer or agent of Sans Souci. In addition to the security interest granted herein, Sans Souci shall have all rights and liens granted by Chapter 45A of the North Carolina Statutes. Further, in case of such default Grace Greenlee is hereby appointed attorney in fact for Customer to request and obtain from the appropriate registry, a duplicate certificate and have ownership transferred to Grace Greenlee T/A Sans Souci.

N. NONASSIGNABILITY. Customer may not assign any rights or designate any duties under this Agreement without the written consent of Sans Souci.

O. TERMINATION AND WAIVER. This Agreement may be terminated by Sans Souci at any time. No delay or failure by Sans Souci to exercise any right or remedy shall be deemed a waiver of that or any other right or remedy.

P. ENTIRE AGREEMENT. CONSTRUCTION. JURISDICTION. ATTORNEY'S FEES. This Agreement contains the entire understanding of the parties concerning its subject matter and any prior understandings with respect to this Agreement, whether oral or written, are expressly superseded. This Agreement may be modified only in writing. Such modification, amendment, or alteration shall be effective only for the specific purpose(s) for which given. Headings are for convenience only and not part of the Agreement. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The Agreement shall be construed and governed by the laws of North Carolina. Jurisdiction and venue for all disputes connected with this Agreement shall be proper only in McDowell County, North Carolina. If a lawsuit is filed with respect to this Agreement, or Sans Souci forecloses its lien or security interest, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs including those of appeal.

Q. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS OR

