

CARPE DIEM

BREEDING CONTRACT

Date: _____

Contract #: _____

Mare Owner or Agent:

Name: _____

Address: _____

Work: _____ Cell: _____

Home: _____

E-Mail: _____

David Tillson, Stallion Mgr.

5124 Highway 182

Opelousas, Louisiana 70570

Phone: 337-315-2439 Fax: 337-407-9944

Acadiana Equine: 337-407-9555

Mare Owner or Agent hereby agrees to breed _____, a Thoroughbred mare by _____ out of _____

Barren Mare & Foal Maiden

Foaling: Stallion Foaling For: _____ to the Thoroughbred Stallion **CARPE DIEM**, standing at

Acadiana Equine, 5124 Highway 182 • Opelousas, LA 70570 at a fee of \$ _____.

Terms:

Payable when Foal Stands and Nurses – \$3,500

Shareholder

1. If mare is barren or foal does not stand to nurse, a satisfactory Veterinary Certificate to that effect is required in lieu of this fee.
2. Negative Coggins test required at time of breeding. Copy of Jockey Club registration paper, front and back is required.
3. Mare being bred for the second, third, fourth or fifth heat period of the breeding season in question will be required to have a current culture certificate for that heat period. No mare will be bred for more than five heat periods. No mare will receive more than five covers in a breeding season.
4. This contract shall not be assigned or transferred by you. In the event said mare is consigned to a sale, fee shall immediately become due and shall become a no guarantee season. All overdue accounts shall bear a delinquency charge of one and one-half percent (1 1/2%) per month (annual rate of 18%).
5. It is further agreed that should the Stallion die, be sold or become unfit for service before serving your mare, or if your mare, named in this contract, dies or becomes unfit to breed, then this contract shall be null and void.
6. We shall not be liable or responsible for any disease, accident or injury to your mare or employees and you shall not be responsible or liable for any disease, accident or injury to the Stallion or our employees.
7. You may not claim service before February 15th or after June 30, 20__.
8. This contract is executed in duplicate and same shall be binding upon both of us when accepted by you and returned. This contract shall be governed by the laws of the State of Louisiana. If any provision of this contract or its application to any person or circumstance is held invalid, the invalidity does not affect other provisions or applications of this contract which can be given effect without the invalid provision or application, and to this end the provisions of this contract are severable.
9. Acadiana Equine explicitly disclaims any and all warranties of fitness, merchantability or suitability for a particular purpose regarding any foal that results from the mating contemplated herein and makes no representation as to the quality of any resulting foal.

Accepted By:

Owner or Agent of Nominated Mare
Contact: david@thestockexchange.biz

(Over)

BREEDING SEASON REQUIREMENTS

Breeding Shed Dates: February 15th to June 30th

Office Hours: Monday to Saturday 8:00am to 5:00pm

Phone: 337-315-2439 Fax: 337-407-9944

Mare Owner or Agent (the Buyer) and Carpe Diem, LLC (the Seller) hereby additionally agree to the following:

1. The signed contract or shareholder authorization, copy of mare registration papers - front and back, negative Coggins drawn within 12 months and all mare information sheets must be on file in the office prior to breeding.
2. All mares must have positive identification (halter or neck strap with name plate). Buyer agrees that it is the sole responsibility of the Buyer to send the correct Mare to be bred to the Stallion and Buyer agrees that neither the Seller nor any Stallion Manager shall have any responsibility whatsoever to determine that the correct Mare is being bred to the Stallion.
3. Arrangements must be made **in advance** with management for arriving and departing mares. Gates are closed to public during breeding, if you arrive during this time you will be asked to wait patiently until gates are opened.
4. All Mares will be palpated by Veterinarians authorized by the Seller prior to being covered by the Stallion.
5. The Agreement shall not be assigned or transferred by Buyer. In the event this Agreement is assigned by Buyer, the Mare is sold, catalogued for sale and shipped to any sales ground (whether or not said sale is completed), or transported out of North America, the fee shall immediately become due and payable in full, and this Agreement shall be deemed a "NO GUARANTEE" contract without any live foal warranty or right of return to the Stallion. Notwithstanding any other contrary provisions of the Agreement, the Fee, in that instance, shall be due and non-refundable.
6. It is agreed that payment in full of the Fee and all other amounts due pursuant to this agreement is a condition precedent required in order for Buyer to have any rights to the delivery of the Stallion Service Certificate relating to the Nomination, it being acknowledged and agreed that the Stallion Service Certificate is the sole and exclusive property of the Seller and that Buyer shall have no interest therein until the Fee and all other amounts due pursuant to this Agreement are paid in full. Buyer grants Seller a security interest and lien in any foal, in utero, born alive, or otherwise, as a result of the breeding pursuant to this Agreement, all certificates, instruments and documents relating thereto, and all accessions, proceeds and products of the foregoing, in order to secure payment of the amounts due or become due under this Agreement. Seller shall have all rights granted to secured parties under the Uniform Commercial Code as enacted by the State of Louisiana. Buyer agrees that Seller may file this Agreement as a financing statement in order to perfect or otherwise evidence this security interest. Buyer appoints Seller or Seller's designee to be attorney-in-fact to execute and file financing statements on Buyer's behalf.
7. **DISCLAIMER OF WARRANTIES: THE NOMINATION IS SOLD AS-IS, AND BUYER ACKNOWLEDGES THAT SELLER MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, AS TO MERCHANTABILITY OR AS TO THE FITNESS FOR A PARTICULAR PURPOSE OF THE STALLION OR HIS SEMEN.**

BARREN MARES:

All barren mares and mares not bred prior breeding season are required to have a clean regular uterine culture. Certificate must accompany the mare to the breeding shed or be on file in office. This is mandatory.

FOALING MARES:

No culture is required for the first cover. A clean regular uterine culture is required for the second and/or subsequent covers.

PLEASE NOTE

Please contact the LTBA for information on the proper forms to be filled out on mares coming into the state and state entrance requirements. Call 504-947-4676 or check their website at www.louisianabred.com.