



**THE SHEHAAB SYNDICATE, LLC
STALLION SERVICE CONTRACT**

This agreement, made and entered into on _____ (date) by and between
The Shehaab Syndicate, LLC (Stallion Manager) and
_____ of _____ (Mare Owner or
lessee) is for the purpose of breeding the Stallion named Imperial Shehaab,
Registration #0597232, to the following mare(s) for the 2008 breeding season
(from February 15 to September 15).

Address: _____

Home Phone: _____ Work: _____ Mobile: _____ Fax: _____

All breeding contracts, booking fees and stud fees, should be sent to:

Polly Schaefer
458 A Derhammer Road
Harvey's Lake, PA
Mobile: 570-574-4999
Barn: 570-639-5500
Fax: 570-851-4270
e-mail: info@imperialshehaab.com

Mare Information:

_____ AHR# _____
_____ AHR# _____
_____ AHR# _____

A copy of the registration papers must accompany this signed agreement. This contract is valid only for the mare(s) named herein and may not be transferred to other mares without the express written consent of The Shehaab Syndicate, LLC.

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Health Requirements and Care:

- A. Prior to Mare’s delivery to Eastern Star Arabians, Mare Owner shall (at Mare Owner’s expense) have Mare examined by a veterinarian to determine that the mare is suitable for breeding (has normal reproductive organs) and is free from any contagious or infectious diseases. Mare should have a current uterine culture taken within thirty (30) days prior to breeding (and not be covered by another stallion or artificially inseminated since the culture).
- B. At the time of Mare’s delivery to Eastern Star Arabians, Mare Owner shall also deliver a health certificate indicating that Mare is current in vaccinations for Equine Influenza, Tetanus, Sleeping Sickness, and Rhinopneumonitis within 15 to 90 days prior to Mare’s arrival at Eastern Star. Mare must also have a current negative Coggins Test report.
- C. The Shehaab Syndicate shall determine, at its discretion, the breeding methods to be used on mares bred at Eastern Star Arabians, including artificial insemination. Eastern Star Arabians reserves the right to remove hind shoes from Mare at any time.
- D. In signing this agreement, Mare Owner agrees to keep the mare(s) in good physical condition throughout the pregnancy, including vaccinations (rhinopneumonitis absolutely required), deworming, hoof trimming, dental care, etc. as recommended by the Mare Owners veterinarian of choice. If required vaccinations and care are not documented and the mare aborts, the “live foal guarantee” offered herein will

not apply, and Mare Owner shall pay the entire stud fee and not be entitled to any rebreeding or credit.

Breeding Fees:

In consideration of a total sum of US \$3000.00 (breeding fee), The Shehaab Syndicate, LLC agrees to one season's booking for the Stallion Imperial Shehaab and hereby guarantees a live foal, as follows:.

- Should the Mare fail to conceive, die, or not produce a live foal (defined as a foal which stands and nurses without assistance for a period of not less than 72 hours from the time of birth), Mare Owner has the right to rebreed this mare (or a substitute mare upon approval of the Syndicate) for a rehandling fee of US\$250. **Note:** Mare must be vaccinated for rhinopneumonitis during the fifth, seventh, and ninth months of pregnancy or the live foal guarantee will be voided.

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Should the resultant foal not live for 72 hours, The Shahaab Syndicate must be furnished with a veterinarian's certificate stating the time and date of birth, the time, date, and cause of death within fifteen (15) days of death. Proof of rhinopneumonitis vaccinations should also accompany this certificate. Failure to satisfy this requirement may void rebreeding rights.

The rebreeding rights will also be forfeited if the subject mare is serviced by any other stallion after Mare's departure from Eastern Star Arabians.

Beyond the second breeding season, unless extreme circumstances prevail, all Mare Owner's rights to breed to the Stallion are terminated. In this event, no refund of any fee shall be made to the Mare Owner.

Breeding Fee Payment Terms: The breeding fee of \$3000.00 shall be paid by the owner as follows: \$500.00 booking fee, with the remainder paid prior to shipment of semen or arrival of the mare at Eastern Star Arabians.

Boarding Costs:

Boarding fees shall be due to Eastern Star Arabians for each day Mare is boarded at Eastern Star. (See attached Fee Schedule) Note: All accounts must be current

before Mare leaves Eastern Star after breeding.

Other boarding arrangements (including conditioning) can be made for Mare if she is to reside at Eastern Star for a period longer than two (2) months.

Foaling Fee:

Eastern Star charges a foaling fee of \$200.00 for mares foaling at Eastern Star whether or not foal is by an Eastern Star managed stallion. (See attached Fee Schedule).

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Transported Semen:

The following additional fees shall apply to mares bred by transported semen:

- Stallion collection fee of \$395.00 per shipment. (Covers laboratory, collection and packaging of semen for shipment). Second shipment same cycle, \$50.00 discount will apply.
- Equitainer deposit of \$300.00, (refundable) must be received by Eastern Star prior to shipment of semen.
- Equitainer late fee of \$50.00 per day for each day Equitainer not back in Eastern Star's possession within 72 hours of receipt by mare owner.
- All Federal Express or Delta Dash charges (and courier service to Philadelphia or Dallas airport for Delta Dash shipments) are to be arranged prior to collection with Eastern Star and paid in advance of each shipment (or charged to Mare Owner's Federal Express Account number for billing purposes). Return shipping charges for the equitainer are the responsibility of the Mare Owner.

Transported semen is most often shipped for next day delivery. Eastern Star cannot guarantee schedule but will attempt to have the semen available for the earliest possible shipment. In this regard, Mare Owner should notify Eastern Star of the mare's heat cycle at least one month before the planning breeding time, and again when the mare's cycle actually begins. *Eastern Star requests 24 hour notice prior to any semen shipment.*

Once shipped, the Mare Owner has the responsibility for the proper handling and insemination of the semen. Eastern Star, its employees, or the Stallion Owner shall not be held responsible for improper handling of the semen or insemination of the Mare.

Please Note: The above fees may be subject to change should airline or other costs increase.

Breeding:

- A. The Shehaab Syndicate has determined that only artificial insemination shall be employed in breeding the Mare and the Mare Owner hereby agrees that his Mare will not be bred via live cover.
- B. Eastern Star reserves the right to be selective in the mares to be bred to stallions managed by Eastern Star, and to refuse or discontinue service to any mare which may be unmanageable, overly aggressive, or found to be carrying an infectious and/or contagious disease which may pose a threat to other horses boarded at Eastern Star, the stallion in question, or any staff members of Eastern Star. Should such a refusal occur, the Mare Owner has the right to substitute another mutually agreeable mare to fulfill the terms of this Agreement, but shall remain liable for any boarding, vet, or other charges.

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- C. Should the Mare die before producing a live foal, the Mare Owner has the right to substitute another Mare acceptable to The Shehaab Syndicate.

Death or Incapacity of Stallion:

Should the Stallion die or become incapacitated *before* the Mare is serviced, this Agreement will be voided, and The Shahaab Syndicate shall return any stud fees paid by the Mare Owner. Should the stallion die or become incapacitated *after* the Mare is serviced, and Mare fails to produce a live foal, the stud fee only shall be returned to the Mare Owner.

Liability:

Eastern Star and its owners, principals, agents, employees, veterinarians, farriers, and the Stallion Owner, shall not be liable for any sickness, disease, theft, death, or other injury suffered by the Mare and/or Foal during the time Mare is at Eastern Star, or for any cause of action whatsoever arising out of or in any way connected with the breeding, boarding, conditioning, training, transporting, or providing of any other services to the Mare and/or Foal. This includes, under Pennsylvania law, any personal injury or disability which the Mare Owner, its agents or employees may receive while on the premises of Eastern Star. Eastern Star does not provide any public liability, accidental injury, theft, or equine mortality insurance on Mare and/or Foal, and all risks connected with breeding, boarding, conditioning, training, transporting or providing of any services to the Mare and/or Foal shall be borne solely by Mare Owner.

GENERAL NOTES:

1. The Shehaab Syndicate, LLC does not warrant any “fitness for any purpose” of the foal produced pursuant to this agreement, nor any guarantee as to the sales value of the resultant foal.
2. No foal produced by a breeding to Imperial Shehaab can be fully registered until all fees described herein have been paid in full. If the breeding fee is not paid in a timely manner, as set forth in this agreement, an additional \$500 fee must be paid before the foal is eligible for registration.
3. This agreement shall be governed by the laws of the State of Pennsylvania, and each party to this agreement hereby agrees to this jurisdiction should any litigation occur.

Breeding Contract P-6 of the Imperial Shehaab Syndicate,LLC.

This Agreement constitutes the entire agreement between both parties and may not be modified except in writing.

SIGNED AND AGREED UPON BY BOTH PARTIES:

MARE OWNER(S) or LEASSEE(S)

_____ **Date:** _____
(Signature)

_____ **Date:** _____
(Signature)

STALLION OWNER:

by: _____ **Date:** _____
(Authorized Signature)
Title: Syndicate Manager

EASTERN STAR ARABIANS

_____ **Date:** _____
(Authorized Signature)

Title: _____