

2. In addition to the stud fee, the Mare Owner/Lessee will be responsible for all fees due to Cynthia Bergmann prior to semen shipments. MARE IDENTIFICATION PASSPORT must be returned to Cynthia Bergmann signed by a licensed veterinarian after the mare is examined at 50 to 55 days IN FOAL OR NOT IN FOAL.
3. LIVE FOAL GUARANTEE:
 - a. Should the MARE ABORT or the FOAL FAIL TO STAND AND NURSE AT 24 HOURS, it is the responsibility of the Mare Owner/Lessee to notify Cynthia Bergmann in writing by a licensed veterinarian within five (5) days of the event.
 - b. Cynthia Bergmann agrees to rebreed the mare the following year. Booking and handling fees, and approximate shipping and Equitainer deposits will be the same as stated above.
4. Mare Owner/Lessee shall assume all responsibility for the condition of the mare and bear all the risk of loss or damage to the mare whether by death, disease, injury, infection, accident, sickness or otherwise and by any cause whatsoever, and therefore agrees to hold Cynthia Bergmann or any person employed or associated with the Stallion owner and/or agent and Cynthia Bergmann harmless for any and all damages associated therewith.
5. This Agreement may not be assigned or transferred without the written consent of Cynthia Bergmann.
6. This Agreement shall be construed and enforced under the laws of the State of California. Jurisdiction for any arbitration or court proceeding shall be in the County of Fresno, California. Cynthia Bergmann reserves the right to withhold issuance of a Stud Fee or Breeder's Certificate applicable to the breeding hereunder until Mare Owner/Lessee is current on all payment obligations to stallion owner.
7. In the event that Cynthia Bergmann, at her sole discretion, decides not to supply fresh semen as specified under this Agreement, by example but not limited to the death of the stallion or any adverse circumstance, your prepaid Stud Fee and any other unused, prepaid fees, specified in the Agreement, will be returned to you in full. Such decision and action will terminate the Agreement in it's entirety. In no event, and under no circumstance will frozen semen be substituted under this Agreement or by any document associated with the Agreement.
8. Entire Agreement. This Agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understanding (either oral or written) between Mare Owner/Lessee and Cynthia Bergmann shall be void unless contained in this Agreement. Modifications to this Agreement will only be valid if in writing and signed by Mare Owner/Lessee and Cynthia Bergmann.
9. Mare Owner/Lessee will pay all applicable taxes, license fees, registration fees, tariffs, assessments and duties resulting from the delivery of the goods under this contract.
10. CYNTHIA BERGMANN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEALTH CONDITION AND FERTILITY OF PRESIDIO AND SPECIFICALLY DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE BREEDING SEASON PURCHASED UNDER THIS AGREEMENT. FURTHERMORE, CYNTHIA BERGMANN MAKES NO EXPRESS WARRANTIES OTHER THAN THOSE STATED IN ITEM 3. (LIVE FOAL GUARANTEE).
11. INDEMNIFICATION. MARE OWNER/LESSEE SHALL BE SOLELY RESPONSIBLE FOR ALL ACTS AND BEHAVIOR OF MARE AT ALL TIMES WHILE THIS AGREEMENT IS IN EFFECT. IN NO CASE SHALL CYNTHIA BERGMANN AND HER RESPECTIVE AGENTS, EMPLOYEES, REPRESENTATIVES, ASSIGNS, AFFILIATED PERSONS, AND/OR OTHERS ACTING ON THEIR BEHALF BE LIABLE FOR THE ACTS AND BEHAVIOR OF MARE UNLESS THEY DIRECTLY CAUSED THE INJURY DUE TO GROSS NEGLIGENCE OR WILLFUL AND WANTON MISCONDUCT ON THEIR PART IN BREEDING, HANDLING, AND/OR KEEPING OF THE MARE. MARE OWNER/LESSEE ALSO HEREBY AGREES TO INDEMNIFY AND HOLD CYNTHIA BERGMANN HARMLESS AGAINST ALL DAMAGES SUSTAINED OR SUFFERED BY ANY THIRD PERSON (NOT A PARTY TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO MARE OWNER'S GUESTS, VISITORS AT JDON FARM, ETC.) THAT WERE CAUSED BY THE ACTS OF THE MARE, OR HER FOAL.
12. LIQUIDATED DAMAGES. IN THE EVENT MARE OWNER/LESSEE FAILS TO PRESENT THE MARE IN ESTROUS, HEALTHY AND IN SOUND BREEDING CONDITION AND TEMPERAMENT DURING THE SPECIFIED BREEDING SEASON, AND/OR FAILS TO PROVIDE THE REQUIRED DOCUMENTATION, SO THAT THE MARE CANNOT BE BRED; OR SHOULD THE MARE BE BRED TO ANY OTHER STALLION IN THE SUBJECT BREEDING SEASON, MARE OWNER/LESSEE SHALL BE IN DEFAULT HEREUNDER AND LIABLE TO CYNTHIA BERGMANN FOR LIQUIDATED DAMAGES IN THE AMOUNT OF THE STUD FEE PLUS INTEREST AND ATTORNEY FEES IF REQUIRED TO COLLECT THE LIQUIDATED DAMAGES. IT IS ACKNOWLEDGED THAT AT THE TIME OF EXECUTION OF THIS AGREEMENT IT IS REASONABLY FORESEEABLE THAT CYNTHIA BERGMANN MAY INCUR ACTUAL DAMAGE IN THE EVENT OF SUCH DEFAULT, INCLUDING BUT NOT LIMITED TO LOSS OF A STUD FEE, AND THE PARTIES ACKNOWLEDGE THAT IT IS DIFFICULT TO ASCERTAIN AT THIS TIME THE AMOUNT OF SUCH DAMAGES, BUT THE STUD FEE PLUS INTEREST THEREON REPRESENTS A REASONABLE AND GOOD ESTIMATE THEREOF. BY PLACING THEIR INITIALS HERE, MARE OWNER/LESSEE () AND CYNTHIA BERGMANN () AGREE THAT CYNTHIA BERGMANN'S LIQUIDATED DAMAGES SHALL BE IN THE SPECIFIED AMOUNT \$ 1250.

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13. Mare Owner/Lessee will pay CYNTHIA BERGMANN costs and expenses (including reasonable Attorney's fees) if Mare Owner/Lessee has breached any material term of this Agreement. California law shall govern this Agreement and any modifications thereto. If any part of this Agreement shall be determined to be in violation of applicable law, the remainder of the Agreement shall not be invalidated. Any disputes arising out of this Agreement shall be brought in a court of competent jurisdiction located in the State of California in Fresno, California. Mare Owner/Lessee agrees to pay any and all costs associated with collections of this debt including, but not limited to, collection agency fees, attorney fees, and court costs as applicable.

14. MARE INFORMATION (All information is required)

Name	
Date of Birth	
Breed	
Color	
Mare Registration#	
Present Status	In Foal (): Estimated Due Date / / or Slipped () Barren () Maiden () Not Bred ()
Legal Owner of Mare (print)	

Signatures:

STALLION OWNER, Cynthia Bergmann

Date

MARE OWNER/LESSEE

Date

Print Name _____

If you elect to use a disposable Equitainer, the cost will be \$100, which includes the postage; no container deposit required and no returning of Equitainer.

Notes

1. If after breeding the mare through three heat cycles, the mare fails to conceive, Cynthia Bergmann offers the following options:

- a) The Mare owner/Lessee may have the reproductive status of the mare evaluated and continue to breed the mare in the same year or the following season.
- b) Should the mare die or become unfit for breeding, Cynthia Bergmann may accept a substitute mare.

2. If the cost of shipping semen to the mare exceeds the estimated amount, the Equitainer deposit will be applied to the outstanding balance. Equitainer deposit will be refunded at the end of the breeding season.

3. The Equitainer fee is fully refunded to Mare Owner/Lessee when Equitainer is returned, without damage and with all parts intact, to **Canterbury Court, 2399 N. Academy, Sanger, CA 93657**. Return should be made within 24 hours after insemination. If, within seven (7) working days from the original shipment date, Equitainer is not received back at Canterbury Court, the Mare Owner/Lessee will be assessed a \$25/day rental fee.

The Agreement, and all Fees, must be mailed to CYNTHIA BERGMANN at the address on this Agreement no less than ten (10) days prior to the first shipment of semen. Failure to do so will delay breeding of Mare.

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