

Region 12 Spotlight Stallion Futurity Breeding Agreement



Date: 8-25-2020

Stallion Name: Atum Sale Price _____ Lot# _____

Stallion Owner/Agent:

Name: Robin Lee Phone: 575-545-1402 Email: deaharabians@yahoo.com

Address: 13435 Columbus Rd. SE Deming, NM 88030

Shipping Fees: _____ Mare Care: _____ Other: _____

Standing at Royal Arabians Signature: Robin Lee

Contact: _____ Email: _____ Phone: _____

Purchaser hereby acknowledges that I/We purchased the breeding to the Stallion above, to be used during the breeding year 2021 or 2022 to a purebred Arabian mare of my choice, for the sum above, after having made the high bid and being declared Purchaser at the Region 12 Spotlight Stallion Auction online with Bill Addis Auctions.

Purchaser hereby agrees to be responsible for compliance with the requirements as forth in the breeding contract attached hereto including, but not limited to health papers, vaccinations, normal mare care fees and miscellaneous charges listed below.

Purchaser further agrees to full payment at the close of the auction. PURCHASE PRICE IS PAYABLE AT THE TIME OF SIGNING OF THIS CONTRACT plus a 5% processing fee will apply to each auction breeding transaction, including but not limited to stallion nominations, mare nominations, down payments and final payments. It is further agreed that at time of full payment of the breeding fee, a receipt signed by Bill Addis or Region 12 Spotlight Futurity will be forwarded to Purchaser and that the receipt must be presented on delivery of the mare to the stallion owner prior to breeding of the mare. All outstanding balances must be paid-in-full no later than by September of the Auction year. After September 30, Region 12 Spotlight Stallion Futurity reserves the right to offer the applicable purchased stallion breeding to alternate purchasers.

In the event the Stallion is medically unable to service Purchaser's mare, by reason of confirmed injury or death of the stallion, and accompanying veterinarian letter of certification, the breeding deposit will be refunded, upon request, and without interest, unless the is frozen semen available for the year of mare service. If frozen semen is available the year of mare service, Purchaser agrees to utilize in replacement of cooled semen under same terms of contract. If the Stallion is sold, leased or relocated within the United States of America prior to the conclusion of the breeding season, the Stallion Owner shall be responsible to the Purchaser for the increased difference in fees and costs in breeding to the stallion in excess of those fees set forth in the Stallion Owners Breeding Contract. Increased fee schedules would include but are not limited to boarding, foaling fees, and costs of semen shipments, the difference of which is to be paid by the original Stallion Owner. If sale of the Stallion relocates that Stallion outside of the United States of America and no frozen semen is available in the United States that year, the breeding deposit may be refunded, upon request and Spotlight Board of Directors approval, without interest, to the Purchaser upon approval by the Region 12 Spotlight Stallion Futurity.

It is further agreed that the breeding herein purchased is subject to the rules and regulations of the Region 12 Spotlight Stallion Futurity and that in the even the Purchaser fails to comply with the terms and conditions of this sale of the rules and regulation of the Futurity, Purchaser agrees to forfeit all monies paid as liquidated damages and contract will be void. Region 12 Spotlight Stallion Futurity, at its sole discretion, may without further notice sue for specific performance of voided contract.

If Purchaser defaults in the payment of the balance due under the terms of this contract and no alternate Purchasers other than the Stallion Owner are utilized, Stallion Owner agrees to complete the Purchaser's performance of the contract by payment of the remaining original Purchasers Balance, or \$600.00, whichever is less, due hereunder to Region 12 Spotlight Stallion Futurity and shall then be entitled to utilize said breeding without any further obligation to Purchaser.

Venue for any action respecting this Agreement shall be in Houston County, State of Georgia.

Purchaser of Breeding Signature: _____

Name: _____ Phone: _____ Email: _____

Address: _____

A five (5) percent Administrative fee will be added to credit card payments
NSF Checks or Credit Card declines will be charged \$50 per attempt

Office Use:

Deposit _____ Date: _____ Payment Method: _____

Payment _____ Date: _____ Payment Method _____