

PA GAZSI

2013 BREEDING AGREEMENT

This breeding agreement is entered into this month & day: _____ of the year 2013 by and between:

Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

(hereinafter "Buyer") and Pannonia Arabians, Inc./Dr. Istvan Merchenthaler (hereinafter "Pannonia"), 4414 Madonna Road, Street, MD, Phone: 443-686-2668 or 410-692-0008 who is the owner of the purebred Arabian stallion PA Gazsi.

PA Gazsi stands @ Guzzo International, 9720 E. Cactus Rd, Scottsdale AZ, Ph:760-443-4853 guzzoriveroarabians@gmail.com

This Agreement is subject to the following terms and conditions:

1. Buyer agrees to breed the following mare (hereinafter the "Mare") to the purebred Arabian stallion PA Gazsi, AHA No. 0646713 (hereinafter the "Stallion") during the _____ breeding season:

Mare's name: _____ Registry & Registration Number: _____

Age: _____ Color: _____

Sire's name: _____ Dam's name: _____ Dam's Sire: _____

2. Pannonia agrees to provide fresh, cooled semen from the Stallion for the breeding fee of \$3,500, with a live foal guarantee. The breeding fee is due as follows:

A booking fee of \$1,000 upon Buyer's execution of this Agreement; and
The balance of \$2,500, which shall be paid per the Private Treaty purchase Addendum to this Agreement.
Multiple breeding options: *Per Addendum available.*

3. Buyer agrees to pay the following fees prior to the shipment of any semen or breeding of the Mare:

- | | |
|--|---|
| a. Collection and Next Day Semen Shipping Fee | \$375.00 (per shipment and non-refundable) |
| b. Same Day Counter to Counter Shipping Fee | \$475.00 (per shipment and non-refundable). |
| c. Refundable Deposit for Equitainer (see below) | \$300.00 |
| d. Rebreeding or Handling Fee the following year if required | \$500.00 (non-refundable & payable to Pannonia) |

- Buyer understands that the Stallion's Breeding Service is managed by Guzzo/Rivero and agrees to pay all charges and fees (associated with collection and shipment) to **Guzzo/Rivero International, LLC**.
- Buyer shall be responsible for all costs in returning the semen shipping container to Guzzo/Rivero within 72 hours of Buyer receiving the shipping container.
 - a. A late arrival charge of \$50.00 shall be charged each day the shipping container is not timely returned to Guzzo/Rivero.
 - b. In the event the shipping container is damaged or not returned to Guzzo/Rivero, Buyer shall pay Guzzo/Rivero \$300.00.
 - c. Buyer is advised to purchase insurance on the equitainer when returning it to Guzzo/Rivero.

4. Pannonia recommends that Buyer have a qualified and licensed veterinarian examine the Mare for normal breeding conditions and determine that the Mare is in good physical and reproductive condition. All insemination shall be performed by a qualified technician or licensed veterinarian experienced in equine artificial insemination.

5. **Buyer** agrees to have a veterinarian examine the **Mare** for pregnancy by ultrasound within 20 days following the last date of insemination. **Buyer** agrees to notify **Pannonia** and Guzzo/Rivero of the results of such exam. Should the **Mare** fail to conceive after her third breeding cycle, return breeding privileges will be granted only after an examination by a qualified and licensed veterinarian and certification by the veterinarian that the mare is able to conceive. Should the veterinarian determine that the **Mare** is unable to conceive or that the mare is unlikely to conceive, **Buyer** may substitute another mare upon notification to **Pannonia**. All provisions of this Agreement shall govern.
6. **Buyer** shall maintain the **Mare** in good physical condition throughout pregnancy and shall vaccinate the **Mare** against Rhinopneumonitis at the 5th, 7th and 9th month of pregnancy.
7. None of the fees pursuant to this Agreement shall be refundable except where specifically indicated. **Buyer** shall have a return breeding to the **Stallion** (provided the **Stallion** is able to service mares) the following breeding season only for either the original mare or an approved substitute mare should a live foal not result from the mating. A "live foal" is defined as a foal that stands and nurses without assistance for a period of at least 48 hours from the time of birth. Should a live foal not result, such shall be evidenced by a written statement from a qualified veterinarian within one week from death of the foal, loss of pregnancy, stillborn or death of the mare prior to foaling. The veterinarian's statement must include the following:
- That the **Mare** was properly vaccinated against Rhinopneumonitis;
 - That in the veterinarian's best judgment the **Mare** was maintained in reasonably good health and condition; and
 - That the foal died and the date of death, that the pregnancy was lost, or that the foal was stillborn.
 - Obtaining the veterinarian's written statement and providing such to **Pannonia** and Guzzo/Rivero is the sole responsibility of **Buyer**.
8. **Buyer** (or **Buyer's** Agent) shall provide Guzzo/Rivero with at least 24 hours advance notice of semen request prior to collection and shipment. Reasonable efforts will be made to attempt to comply with semen requests with less than 24 hour notice at Guzzo/Rivero's discretion.
9. In the event the **Stallion** is exported, dies or becomes unfit for breeding prior to **Buyer's** mare being checked in foal, no live foal guarantee shall apply and no refund of any booking or breeding fee shall be refunded to **Buyer**. However, if frozen semen from the **Stallion** is available, such semen may be shipped to **Buyer** at **Pannonia's** discretion and **Buyer** shall pay the then current fees relating to frozen semen.
10. **Buyer** agrees that neither Guzzo/Rivero nor the **Stallion** Owner shall have any liability of any kind to any party for any injury, disease, accident, or death to the **Mare**. **Buyer** also agrees that neither Guzzo/Rivero nor the **Stallion** Owner shall have any liability of any kind associated with any delays or failure in semen delivery.
11. If the **Mare** is to be re-bred the following year and **Buyer** fails to breed her or request semen for such breeding, then any and all fees paid by **Buyer** shall not be refundable and **Buyer** shall have no further breeding rights.
12. This Agreement and the breeding rights hereunder shall be non-transferrable by **Buyer** to any other third party unless and without the express written consent of **Pannonia**. *Permission not to be withheld, unreasonably.*
13. In the event of any action at law or equity between the parties or arising out of this Agreement, the unsuccessful party covenants and agrees to pay to the successful party all costs and expenses thereof, including reasonable attorney's fees and court costs. The parties agree that this Agreement shall be construed both as to validity and performance and enforced in accordance with the laws of the State of Arizona and that **Buyer** specifically agrees to submit to the jurisdiction of the Maricopa County Courts, State of Arizona and Harford County Courts, State of Maryland.
14. No waiver of any breach of any term of this Agreement will be construed as a waiver of any subsequent breach of the Agreement or any term(s) thereof.
15. This Agreement is the complete agreement and understanding of the parties and supersedes and preempts any prior understandings, agreement or representations by or between the parties, written or oral.

16. Except in the event of gross negligence or willful misconduct by **Pannonia**, Guzzo/Rivero, its agents, servants, or employees (the "Guzzo/Rivero Parties"), the Guzzo/Rivero Parties shall not be liable for any sickness, disease, theft, death or injury which may be suffered by the mare or any foal at side, personal injury or any other cause of action arising out of or in any way connected to this Agreement. In no event shall the Guzzo/Rivero Parties' liability for all causes of actions arising under this Agreement exceed the amount of the fees paid by the **Buyer** to **Pannonia**.

17. If any provision of this Agreement is prohibited by, or is unlawful or unenforceable under, any applicable law of any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining provisions hereof.

The parties have executed this Agreement and certify that they have read, understand and agree to be bound by the terms of this Agreement.

BUYER:

PANNONIA ARABIANS, INC.

By: _____
Its (title): _____

By: _____
Its: Dr. Istvan Merchenthaler/Owner
Its: Authorized Agent

**Special
ADDENDUM:** _____

**PAYMENT
STRUCTURE:** _____

Booking Fee: _____
Down
Payment: _____
Payment
Schedule: _____

PAYMENT INFORMATION:

Buyer understands that **Pannonia** accepts major Credit Cards, personal & company checks, cashier check or money order.

Check #: _____

Credit Card Information:

Card Type: _____

Card Holder: _____

Card #: _____

Expiration Date: _____

Security code: _____

Billing address for Cardholder: _____