



## 2010 BREEDING CONTRACT MA THUNDERSTORM

This stallion frozen semen service contract, hereinafter designated contract, for the breeding season of 2008 made and entered into on the \_\_\_ day of \_\_\_\_\_, is by and between Dr. Marco Brunetti, hereinafter designated "breeder", and \_\_\_\_\_, hereinafter designated "mare owner". Mare owner agrees to breed the mare \_\_\_\_\_ to the stallion MA Thunderstorm ApHC # 611291, hereinafter designated Stallion, subject to the following conditions:

1. 2009 stud fee is of € 1,200.
2. Mare must be registered with one of the following associations:
  - Appaloosa Horse Club (ApHC)
  - American Quarter Horse Association (AQHA)
  - Arabian Horse Association (AHA) or World Arabian Horse Organization (WAHO)
  - The Jockey Club (Thoroughbred)Mare owner is responsible for the fulfillment of this condition. In case of false information, Morona Appaloosas won't be able to advance the foal registration and will keep all sums paid by the mare owner. Legal actions are safe.
3. In the 2009 breeding season the semen will be distributed by:

Select Breeders Services Italia s.r.l.  
26046 San Daniele Po (CR) – Via Argine 39  
Tel. +39 0372 65101 / 65224  
Fax. +39 0372 654042  
Email: [info@sbsitaliasrl.com](mailto:info@sbsitaliasrl.com)  
[www.selectbreeders.com](http://www.selectbreeders.com)

4. The stud fee of € 1.200,00 has to be paid immediately. This contract becomes binding by both parties when the stud fee is paid and the mare owner signs and returns one copy of the contract to the breeder.
5. The stud fee has to be paid through a wire transfer to:

Dr. Marco Brunetti  
c.c. 2001  
Banca Popolare di Vicenza – Filiale di Valdobbiadene (TV) - ITALY  
IBAN IT14J0572862151270570002001  
SWIFT (BIC) BPVIIT22270

Copy of the transfer must be faxed to the number + 0039 0423 905665 or sent via e-mail to the following e-mail address: [info@mathunderstorm.com](mailto:info@mathunderstorm.com) before the semen is shipped.

6. This contract is meant to provide the mare owner a live foal. A live foal is defined as a newborn foal that stands and nurses without assistance for one week after the foaling. Should the foal die within the above-mentioned week, the breeder agrees on newly breeding the mare without asking the payment of the breeding fee and by observing the rules established by this contract.
7. This benefit will work even in the case the mare is sold after the pregnancy check and before the foaling, on behalf of the buyer.
8. The breeder won't be liable for failure of the mare to get in foal or produce a live foal for any reason whatsoever. Should the mare fail to get in foal or produce a live foal, the stud fee will be kept by the breeder.
9. Mare owner specifically understands that Dr. Marco Brunetti and Select Breeders make no warranties or guarantees, expressed or implied, as to the fertilizing capacity of any semen provided by Dr. Marco Brunetti or Select Breeders.

10. This contract is meant to provide the mare owner 2 doses of frozen semen.
11. In the event that insemination using the standard two doses of frozen semen for the breeding cycle do not result in a live foal as certified by a licensed veterinarian, breeder will provide additional two doses of frozen semen for each breeding cycle at an additional cost of € 50,00 per dose and by respecting the rules established by this contract.
12. SBS Italia will provide its own dry shippers for the transport of semen. Mare owner will pay € 165,00 for the renting of this shipper + shipment one way & insurance coverage, plus € 150,00 for the document preparation, directly to SBS Italia through a credit card.
13. The shipper must be returned to SBS Italia at mare owner's own cost and responsibility within 10 working days. Each day of delay will imply an additional charge of € 12,00.
14. By signing this contract the mare owner provides the breeder a credit card information which will be used for the transport fees and as a guarantee for the shipper's restitution within the terms indicated by this contract.
15. In the event of multiple embryos from a single or subsequent flushes or ovum pick-ups, mare owner will be liable for another breeding fee for each successful embryo transfer and resulting foals, payable when the recipient mare is checked in foal at 30 days with heartbeat.
16. If 1 (one) or more doses of semen, for whatever reason, are not used to execute this contract and remain in the mare owner's availability, mare owner has to inform the breeder, via fax or e-mail, by July, 30 of the breeding year.
17. It is agreed that should MA Thunderstorm 1) be sold or 2) become unfit for use prior to settling the mare (in case no dose of frozen semen is available), the breeding fee paid will be refunded, thereby canceling this contract. Should MA Thunderstorm 1) be sold or 2) become unfit for use after settling the mare (in case no dose of frozen semen is available), the breeder is free of any obligation. In the event that the mare dies or becomes unfit for use after being serviced by stallion, the breeder has the option of accepting another mare as replacement.
18. Mare owner is responsible for all costs related to the care of mare named above including all veterinary costs for whatever reason.
19. Pregnancy losses/confirmations must be immediately reported to the breeder via fax, mail or e-mail. All pregnant mares must be vaccinated for Rhinopneumonitis at 5, 7, and 9 months of gestation or rebreed and live foal guarantees are not valid.
20. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract.
21. This Contract shall be governed in accordance with the laws of the State of Italy. Any dispute will be resolved by Italian judges.
22. Frozen semen request must be notified by mare owner to SBS Italia a minimum of ten (10) days prior to shipment date.
23. 2009 breeding season fees are so fixed:
  - Stud Fee: € 1,200,00 + VAT
  - Document preparation for EU shipment: € 150,00
  - EU shipment one way + insurance coverage: € 165,00
  - Each day of delay in returning the container: €12,00
  - All fees do not include taxes

N.B. The container is insured by shipper (SBS Italia).

Mare owner:		
Address:		
City, ZIP:		
Phone number:		
Fax number:		
Mobile:		
E-mail address:		
Fiscal code:		
Mare name:		
Breed:	Reg. #	Date of birth:
* Please enclose a copy of mare registration papers		

If the 2009 breeding attempts and/or the pregnancy were not successful, please indicate the number of doses required in the 2010 breeding season and the reason of your request:

Reason of request:	
Number of doses required:	

Expedition address (if different from the one indicated above):
<b>Important! EU Reproduction Center number:</b>

CREDIT CARD		
Type:	Number:	CV2:
Card holder:		
Expiration date:		
Card holder signature:		

Date:
Mare owner signature:
Breeder signature: