

## BREEDING CONTRACT

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among Robin Howell and Sheron Neeley (Stallion Owners), and \_\_\_\_\_, Mare Owner or Lessee (Mare Owner). All rights and responsibilities between the parties for the 2009 breeding season are set forth in this contract.

1. Mare Owner agrees to breed the mare named \_\_\_\_\_,  APHA or  AQHA Registration # \_\_\_\_\_, (the "Mare"), to **Cool Heir**, APHA Registration #653,683 ("Stallion"), during the 2009 breeding season (commencing February 1, 2009, and ending on July 1, 2009).
2. Mare Owner shall pay a breeding fee of \$\_\_\_\_\_ (USD) which includes a non-refundable booking fee of \$200.00 (USD) to have mare bred to Stallion in 2009 upon signing of this contract. In accordance with Kentucky law, a 6% sales tax will be assessed on the breeding fees. Mare Owner shall pay the breeding fee prior to receiving shipped semen or prior to the mare departing the farm.
3. **Discounts Available (one discount per mare):**
  - Free: APHA/AQHA World Champion Mare or Producer (booking fee applies/no shipments included)**
  - 50%: APHA/AQHA Reserve World Champion Mare or Producer (booking fee applies/no shipments included)**
  - 25%: APHA/AQHA Superior Halter Mare or Producer (includes first shipment)**
  - 20% APHA/AQHA Return Breeding (immediately following year) (includes first shipment)**
  - 10%: APHA/AQHA Register of Merit Halter Mare or Producer (includes first shipment)**
  - 10% Multiple Mare Discount (includes first shipment)**
4. Mare Owner agrees to pay for care and feeding while in the custody of Stallion Owners at \$\_\_\_\_\_ per day for dry mares and \$\_\_\_\_\_ for wet mares. Show mares may be boarded for breeding purposes at \$\_\_\_\_\_ per day which includes daily grooming, exercise, and/or turnout. A foaling fee of \$\_\_\_\_\_ shall be charged if mare delivers a foal at the farm. Invoices shall be sent on a monthly basis. Mare owner has inspected the farm and is satisfied with same as evidenced by signing below.
5. The following charges apply to Domestic Cooled Shipped Semen. International charges by quote:
  - \$100.00 On-Farm Pickup
  - \$200.00 Overnight Delivery (FedEx)UPS fees, container rental, or disposable containers are included. All semen that is shipped by whatever method shall be fully tested and a control sample shall be maintained by Stallion Owners.
6. Mare Owner warrants that the mare is healthy, in sound breeding condition, is halter broke, and registered with the breed association shown above. Stallion Owners retain the right to require a negative uterine culture or equine cytology with sensitivity test for maiden and/or barren mares or any a mare requiring more than three (3) semen shipments in a breeding season. A current, legible copy of the mare's registration papers must be attached to, and will become a part of, this Contract.
7. All parties agree to diligently try to settle Mare. Should Mare not settle, Mare Owner will hold Stallion Owners harmless from any resulting loss or damages. Stallion Owners shall not be liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein. Insurance is the responsibility of the respective parties to this Agreement. Also, Mare Owner agrees by signing below that Stallion Owners are authorized to consult with and obtain direction of a licensed veterinarian with regard to the care of the mare.

Further, Mare Owner hereby authorizes Stallion Owners to obtain and follow a licensed veterinarian's directions with regard to the mare and fully releases and holds harmless Stallion Owners, their respective officers, directors, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf.

8.  **Live Foal Guarantee** – Stallion Owners hereby guarantee to Mare Owner that a single, live foal will result from the privileges granted herein. Should the Mare die, prove barren, abort the foal, or if the foal is stillborn or the foal dies within twenty-four (24) hours of birth, Mare Owner is entitled to a return breeding for the subsequent breeding season only to Stallion, provided that Mare Owner has remained in compliance with the terms and conditions set forth herein and all outstanding accounts with regard to the rights and privileges granted herein are paid in full.

A rebreed fee of \$250.00 plus 2010 fees for transported cooled semen shipments, board, veterinary charges, and other related charges will apply.

**Live Color Foal Guarantee** – Stallion Owners will provide a live color foal guarantee (defined as a foal that is born with insufficient white markings to receive regular registration as per current rules with the APHA registry) as follows:

- a. If the resulting foal has insufficient white markings as described above, Stallion Owners guarantee a free return breeding in the 2010 season only for the same Mare to the same Stallion. No live foal or color guarantee will apply on any color guarantee rebreed.
- b. Mare Owner must provide Stallion Owners with photographs showing all areas of said foal and Mare and foal together. Should said foal ever be granted regular registration with APHA, regardless of ownership of Mare or said foal, Mare Owner will pay Stallion Owners the balance of the 2010 breeding fee, due immediately upon registration of said foal.
- c. A rebreed fee of \$250.00 plus 2010 fees for transported cooled semen shipments, board, veterinary charges, and other related charges will apply.

Stallion Owner shall be released from the LFG/LCFG and the LFG/LCFG shall be void if:

- a. Mare Owner fails to notify Stallion Owners within forty-eight (48) hours after the time of foaling that a live foal was not produced; and
- b. Within fourteen (14) days after such event, Mare Owner has not provided written certification that foaling was properly attended and produce a veterinarian's statement substantiating the failure of the mare to produce a live foal and that the death of the foal and/or Mare was not due to the negligence of Mare Owner, Mare Owner's agents, or the employees thereof; or

Unless approved by Stallion Owners in writing, the LFG/LCFG guarantees shall be void and Stallion Owners released from liability if Mare is sold prior to foaling. If the Mare dies during breeding season, Mare Owner may substitute another mare upon written approval of alternate mare by both parties to this Contract. Contractual guarantees can be extended by Stallion Owners only in writing to third parties. The LFG/LCFG shall be conditioned upon compliance by Mare Owner with all conditions set forth in this Contract.

If Stallion dies, sells, or becomes unfit to breed before mare is bred, Stallion Owner shall have no liability to Mare Owner except notification of its occurrence. Refunds will be given at the sole discretion of Stallion Owner.

9. At Mare Owner's request, Stallion Owners may issue a breeding certificate after the Mare's sixty-(60) day pregnancy check by a licensed veterinarian and determined to be "safe in foal." However, all charges must be paid in full prior to issuance of the breeding certificate. Mare Owner shall not sell or assign this breeding contract without prior written consent of Stallion Owners. There shall be

no substitution of mares without the express written consent of Stallion Owners. Any attempt to assign or substitute without prior written consent of Stallion Owners will terminate this Agreement and release Stallion Owners from all obligations contained herein.

10. If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if Mare has a twin birth resulting in two foals that stand and nurse an additional breeding certificate will be issued.
11. **WARRANTY.** NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY, OR CHARACTERISTICS IS GIVEN BY THIS AGREEMENT.
12. **INDEMNIFICATION:** Mare Owner shall be solely responsible for all acts and behavior of Mare at all times during this Agreement. In no case shall Stallion Owners and their respective officers, directors, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf be liable for the acts and behavior of Mare other than in the exercise of gross negligence or willful and wanton misconduct on the part of Stallion Owners in breeding, handling, and/or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Stallion Owners harmless against all damages sustained or suffered by any third person caused by the acts of the Mare or her foal.
13. **RELEASE AND HOLD HARMLESS:** Mare Owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless Stallion Owners and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of Stallion Owners (unless Stallion Owners caused the injury, damage, or loss intentionally or in reckless disregard for the safety of the Mare Owner). Mare Owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless Stallion Owners and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages, or losses that Mare Owner may sustain arising out of the breeding, handling, foaling, or keeping of the Mare at Stallion Owners that may accrue from any cause whatsoever including, but not limited to, theft, fire, escape, running away, accidents, illness, injuries, or death during the term of this Agreement or while mare is in the care and custody of Stallion Owners.
14. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and will inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Kentucky and to Warren County in particular. All venue objections are waived. Should a dispute arise between the parties and Stallion Owners find it necessary to resort to legal action to enforce the terms of this agreement, Stallion Owners shall be entitled to all legal fees, costs, and expenses.

In the event any section, paragraph, sentence, clause, or phrase contained in the contract documents shall be determined, declared, or adjudged invalid, illegal, unconstitutional, or otherwise unenforceable, such determination, declaration, or adjudication in no manner affects the other sections, paragraphs, sentences, clauses, or phrases of the contract documents.

15. This Agreement represents and constitutes the entire agreement between the parties. This Agreement shall not be altered except in writing and accompanied by the signature of both parties. The parties signing below represent that they are fully authorized to execute this Agreement.
16. The Mare will not be bred to the Stallion without a fully signed copy of this Agreement as well as the appropriate documentation having been received and approved by Stallion Owners.
17. Mare Owner understands and agrees that Farm shall assert a lien pursuant to Kentucky law and other applicable provisions of law. Mare will not be released from Farm's custody until fees are paid in full.

Stallion Owner or Agent	Date	Mare Owner/Agent	Date
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**NOTE:** A copy of **both sides** of Registration Papers **MUST** accompany this Contract.

**Stallion Owners Contact Information**

Robin Howell, Breeding Manager	Sheron Neeley	
1940 Ben T. Johns Road	615-631-1784	
Alvaton, Kentucky 42122	SheronLN@gmail.co	m
270-799-5252		
Rlfurnas@aol.com		

**Mare Owner Contact Information**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State/Province: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime/Work Phone: \_\_\_\_\_ Home/Evening Phone: \_\_\_\_\_

Fax: \_\_\_\_\_ Cell/Mobile: \_\_\_\_\_

E-mail address: \_\_\_\_\_

