

# ONE HOT KRYMSUN 2010 BREEDING CONTRACT

This contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and among the undersigned Agent ("Agent") for Bailey Farm LLC, ("Stallion Owner") and \_\_\_\_\_, Mare Owner or Lessee ("Mare Owner"). This contract sets forth all rights and responsibilities of the parties for the 2010 breeding season.

1. **Breeding Privilege.** Mare Owner agrees to breed the mare registered as \_\_\_\_\_, registered with breed association(s) \_\_\_\_\_, registration number(s) \_\_\_\_\_, registered to (owner) \_\_\_\_\_, Association ID(s) \_\_\_\_\_, ("Mare"), to the AQHA Stallion, ONE HOT KRYMSUN, #3837080, ("Stallion"), during the 2010 breeding season (commencing February 1, 2010 and ending June 30, 2010).
2. **Booking and Stallion Service Fees.** Upon signing, Mare Owner agrees to pay a non-refundable booking fee of **\$ 500.00** to reserve a breeding to Stallion for the 2010 breeding season. This booking fee may not be transferred to another mare owner or carried forward to a different breeding season. Mare Owner further agrees to pay the entire remaining Stallion Service Fee of \$\_\_\_\_\_ (\$2750 less applicable discounts as approved on Page 2) prior to any shipment of semen to the mare. This contract is for fresh cooled semen only.
3. **Mare Condition, Registration, and Ownership.** Mare Owner warrants that the mare is healthy, in sound breeding condition, and is registered with one or more of AQHA, APHA, or ApHC breed associations and that Mare Owner is the current owner or lessee of record of Mare. A current copy of the mare's registration papers and a fully executed lease from the Mare's breed association (if appl.) must be attached to this Agreement. Mare Owner further warrants registration papers and/or lease agreements for Mare are accurate.  
Mare Status:  Maiden  Barren in 2010  Expecting/has 2010 foal  
(A negative uterine culture or equine cytology with sensitivity test will be required for Maiden and/or barren mares.)
4. **Waiver of Liability.** Both parties agree to diligently try to settle Mare. If Mare does not settle, Mare Owner will hold Stallion Owner harmless from any loss or damage. Neither Stallion Owner nor Farm are liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Neither is Mare Owner liable for any injury, sickness, disease or death of Stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties.
5. **Live Foal Guarantee ("LFG").** Stallion Owner provides a limited guarantee that a single "Live Foal" will result from the breeding privilege granted herein. The term "Live Foal" means that a foal stands alone, nurses, and lives for twenty-four (24) hours. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the 2011 breeding season only. The LFG will become void if the following conditions are not met:
  - a. Mare Owner must notify Stallion Owner within 48 hours of foaling that the mare did not produce a live foal; and
  - b. Within fourteen (14) days after Mare Owner's notice to Stallion Owner, the Mare Owner certifies to Stallion Owner that the birth was properly attended, and also provides proof of proper administration of Pneumabort-K® or Prodigy® vaccine in the 5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> months of gestation, and also produces a statement from a licensed veterinarian stating details explaining the failure of the mare to produce a live foal.Unless approved by Stallion Owner in writing, the LFG shall be void and Stallion Owner will be released from liability if Mare is sold prior to foaling. Contractual privity can only be extended by Stallion Owner in writing.
6. **Death or Sale of Stallion.** If Stallion dies or becomes incapable of servicing mares for any reason, or if stallion is sold, and Mare has not achieved a pregnancy in 2010, this Agreement will become null and void and Stallion Owner may choose to refund one half the Stallion Service Fee less any fees incurred to that date, or provide the service of another stallion, or fulfill this breeding obligation through the use of frozen semen, at his sole discretion, and the parties to this Agreement will be released from any further liability. In the event that frozen semen is made available, additional fees will be incurred.
7. **Death of Mare.** If Mare dies or becomes unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute Mare to Stallion. Substitute mare must be owned by or leased to Mare Owner and approved by Stallion Owner. No refunds shall be given.
8. **Certificate and Substitutions.** Stallion Owner will issue a breeding certificate upon notification of live birth of foal. All charges must be paid in full prior to issuance. Mare Owner shall not sell, gift, donate, or assign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from its obligations. A breeding certificate shall be issued only for mare appearing on this Agreement or a substitute approved in writing by Stallion Owner.
9. **Multiple Foals.** Mare  will /  will not undergo embryo transfer. Should more than one embryo result from a breeding, Mare Owner must pay an additional Stallion Service fee for each additional embryo within ninety (90) days of the breeding date(s) in order to receive a breeding certificate for additional foals. If a mare carries and delivers multiple foals, an additional Stallion Service fee will be due within 30 days of both foals standing and nursing.
10. **Miscellaneous Provisions.**
  - a. The Mare will not be bred to the Stallion without a fully signed copy of this Agreement received and approved by Stallion Owner or Agent;

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- b. Mares that fail to settle within said breeding season shall be carried over to the 2011 season only if Mare Owner has attempted to breed mare for at least three cycles or, if less than three, as many cycles as were available to breed after the mare foaled and prior to the end of the season. If Mare is to be carried over, Mare Owner agrees to pay for all 2010 expenses in full by July 31, 2010. Mare Owner further agrees to pay the 2011 booking fee in effect at that time and must do so before the 2011 book closes. At Stallion Owners sole discretion, Mare may be required to be brought to Pilot Knob Quarter Horses if mare has failed to settle after three breeding cycles.
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 WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS WILL BE GIVEN.
12. Entire Agreement. This Agreement constitutes the entire agreement between the parties.
13. Amendment. This Agreement cannot be amended except in writing and signed by both parties.
14. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Ohio 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 Ohio. All objections as to venue are waived. The prevailing party shall be entitled to all legal fees, costs and expenses should a dispute arise between the parties.
15. Proper Parties. The parties signing below represent that they are fully authorized to execute this Agreement.
16. Other Terms.

APPROVED: Stallion Owner or Agent Date Mare Owner/Recorded Lessee Date

Fees and Discounts For This Mare

Table with 2 columns: Amount and Description. Rows include Stallion Service Fee (\$2,750), Plus Current Year Booking Fee (+\$500), and Total Breeding Fee.

Payment Terms for this Contract

- (2% Convenience Fee will be added for Visa/MC payment) [ ] Visa [ ] Mastercard
[ ] I would like to pay by credit card. Name on Card: Code:
[ ] I will pay by check or money order. Card Number: Exp. /
[ ] Charge only booking and shipping and I will pay the rest by check. Signature:

Contact and Billing Information (not shipping location)

Billing and Farm Name:

Billing Address:

City, State/Province, Zip:

Daytime Phone:

Evening Phone:

Fax Number:

Cell Phone:

REQUIRED e-mail address:

BE SURE TO INCLUDE A CURRENT COPY OF MARE'S REGISTRATION PAPERS.