

One Hot Krymsun
2012 Breeding Contract – North America

THIS AGREEMENT, made on the date last shown below by and between BAILEY FARM, LLC ("STALLION OWNER") and the undersigned Owner or Lessee of the mare described below ("MARE OWNER"):

1. **BREEDING.** The MARE OWNER hereby engages one breeding service to ONE HOT KRYMSUN, AQHA #3837080 (the "STALLION") for the mare ("MARE") listed here and further described in EXHIBIT A for the 2012 breeding season.
MARE Name: _____ Registries/Registration #: _____
2. **BREEDING FEE AND BOOKING FEE.** The Breeding Fee shall be \$_____, which includes a nonrefundable booking fee of \$500, payable with this Agreement, which reserves a breeding for the MARE in the STALLION's book for 2012. MARE OWNER agrees to pay the balance of the Breeding Fee and any other fees due before any shipment of semen shall be made.
3. **SHIPPING TERMS AND CONDITIONS.** Breeding will be provided by Fresh Cooled Semen, which will be shipped according to the TERMS AND CONDITIONS FOR SHIPPED COOLED SEMEN set forth in EXHIBIT B which is incorporated by reference. Frozen Semen may be available and will require completion of TERMS AND CONDITIONS FOR FROZEN SEMEN set forth in EXHIBIT C.
4. **CONDITION AND OWNERSHIP.** MARE OWNER represents and warrants that the MARE is in sound breeding condition and free from disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination. If MARE is not pregnant or did not have a foal in 2012, MARE OWNER agrees to provide a negative uterine culture with cytology within 30 days prior to first request for semen in 2012. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the MARE's certificate of registration reflecting the ownership of the MARE by the MARE OWNER must be submitted with this Agreement together with the completed EXHIBITS. If the MARE OWNER is a lessee of the MARE, then MARE OWNER should also submit a lease agreement or other document reflecting recognition by the applicable breed registry of that lease.
5. **LIVE FOAL GUARANTEE (LFG).** The MARE OWNER is guaranteed one "Live Foal", meaning a foal which stands, nurses, and lives for 24 hours. If the MARE proves barren, aborts her foal, or the foal is stillborn, a return season will be provided in 2013 only, provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days that the MARE produced a nonviable foal or by January 1, 2013 if MARE is open. Booster rhino vaccinations must be administered in the manner and frequency indicated by the manufacturer of the vaccine as the MARE progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE. This Live Foal Guarantee shall be void if a) upon the failure of MARE OWNER to comply with the instructions provided in this Agreement, b) if mare is not bred in at least 3 cycles if she does not become pregnant, or c) upon the failure of MARE OWNER to bring the MARE to the breeding farm for care and insemination during the subsequent breeding season upon the STALLION OWNER'S request. If the mare is sold, this LFG shall transfer and remain with the MARE, providing the MARE stays in North America and STALLION OWNER is given written notification at time of sale.
6. **MULTIPLE FOALS.** The payments provided in paragraph 2 are for one foal for the 2012 breeding season from this MARE. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the MARE, or within two weeks of foaling in the case of twins, or additional fees will be charged. No breeding certificate for any foal shall issue without such additional payment.
7. **SUBSTITUTION.** If the STALLION dies, is sold, or becomes unfit for service prior to settling the MARE, then at the sole option of STALLION OWNER, this Agreement may be fulfilled using the STALLION's frozen semen, or may terminate this Agreement, in which case 50% of the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER. No substitutions will be provided or fees will be refunded if the MARE has been bred and settled at least once. No fees will be refunded beyond the current breeding season. If the MARE dies before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.
8. **BREEDERS CERTIFICATE.** Upon notification of birth of a live foal, and full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue one breeder's certificate to the MARE OWNER.
9. **WARRANTIES. NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.**
10. **AGREEMENT.** This Agreement: a) may neither be assigned nor transferred in any other manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Ohio; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance of any provision of this Agreement shall not affect STALLION OWNER'S right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
11. **BINDING EFFECT.** This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with completed EXHIBIT A and copy of the MARE's Certificate(s) of Registration (and, if applicable, documents concerning the lease of the MARE) ; and b) STALLION OWNER accepts and so notifies MARE OWNER.
12. **OTHER AGREED CONDITIONS.** _____

Signature of MARE OWNER ("MARE OWNER")

Printed Name of MARE OWNER

Accepted this ___ day of _____, 20___.

By BAILEY FARM, LLC ("STALLION OWNER"): _____ (Agent)



One Hot Krymsun
2012 Breeding Contract – North America

EXHIBIT A – MARE, Contact, Shipping, & Billing Information

MARE and Ownership Information

MARE Name:	_____	Registration #:	_____
MARE's Sire:	_____	Year Foaled:	_____
MARE's Dam:	_____	Color/Pattern:	_____
Registered Owner Name:	_____	If Leased, Lessee Name:	_____
Owner Association ID:	_____	Lessee Association ID:	_____
Owner/Lessee Address:	_____		
	<u>Agent Information (if applicable)</u>		
	Agent Name: _____		
Owner Cell Phone:	_____	Agent Cell Phone:	_____
Owner Other Phone:	_____	Agent Other Phone:	_____
REQUIRED email address:	_____	Agent e-mail address:	_____
MARE Status:	<input type="checkbox"/> Maiden <input type="checkbox"/> Open for 2012 Season <input type="checkbox"/> Expecting/Delivered 2012 foal (Due date: _____)		
Embryo Transfer:	<input type="checkbox"/> NO <input type="checkbox"/> YES		
Breeding Method:	<input type="checkbox"/> Shipped Cooled Semen <input type="checkbox"/> Frozen Semen		

Shipping Information

Shipping Contact:	_____	Shipping Loc. Phone:	_____
Shipping Address:	_____	Shipping Location Cell:	_____
	_____	Shipping Location Fax:	_____
		Closest Airport:	_____
Check All That Apply:	<input type="checkbox"/> Fedex Hold Needed* <input type="checkbox"/> No Saturday Delivery At Address* <input type="checkbox"/> Other Special Instructions**		
*Hold / Sat. Delivery Addr.:	_____		
**Other Spec. Instructions:	_____		

Payment Information (required)

Payment of Booking, Chute, and Stallion Fee By:	<input type="checkbox"/> Check or Money Order <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard	<i>3% fee will be added for Visa/Mastercard. We do not accept American Express or Discover Cards. Fee will be 6% for card limits that require multiple charge transactions.</i>		
Card Billing Address:	_____	Credit Card Number:	_____	Exp. /
Card Billing Zipcode:	_____	Name on Credit Card:	_____	
Card Security Code:	_____	Cardholder Signature:	_____	
Payment of Shipping Fees:	<input type="checkbox"/> Check or Money Order <input type="checkbox"/> Visa <input type="checkbox"/> Mastercard	<input type="checkbox"/> Use this card: <input type="checkbox"/> Use Same Card As Above		
Card Billing Address:	_____	Credit Card Number:	_____	Exp. /
Card Billing Zipcode:	_____	Name on Credit Card:	_____	
Card Security Code:	_____	Cardholder Signature:	_____	

Please make all checks payable to Bailey Farm, LLC.

PLEASE INCLUDE A CURRENT COPY OF MARE'S REGISTRATION PAPERS.



One Hot Krymsun
2012 Breeding Contract – North America

EXHIBIT B – Terms and Conditions for Shipping Cooled Fresh Semen

These Terms and Conditions for Shipping Cooled Fresh Semen govern the requirements and service agreements for fulfilling the Cooled Fresh Semen Breeding Contract for the STALLION to the MARE:

1. The entire Breeding Fee must be received (**made payable to Bailey Farm, LLC**) before semen will be shipped.
2. Chute fees and collection fees are generally included in the STALLION Breeding Fee when the breeding is not a donated breeding and is not a rebreed. Chute fees and/or collection fees for this breeding, if applicable, must be paid before semen will be shipped to the MARE.
3. All shipping charges will be the MARE OWNER's responsibility. The charge for a standard overnight delivery is \$275 and a same-day (counter-to-counter) shipment within the U.S. is \$375. *Late calls for semen shipments will be subject to an additional \$50 courier fee that must be paid before semen is shipped.* All shipping charges must be paid in full before semen will be shipped to the MARE.
4. Due to Canadian Customs restrictions, fresh semen shipments to Canada require extra coordination and handling. The charge for a standard overnight shipment to Canada is \$475. *It is the MARE OWNER's responsibility to ensure that Fedex will deliver overnight shipment to their location.* Same day shipments are generally not possible to Canada, but counter-to-counter shipments received next day, may be possible when Fedex will not guarantee overnight delivery. Counter-to-counter shipments to Canada will be charged an additional \$100 for a total cost of \$575. It is the responsibility of MARE OWNER to know when customs offices in Canadian airports are open to ensure the shipment can be picked up in a timely manner. MARE OWNER is responsible for obtaining a Canadian Shipped Semen Permit. Canadian shipping permits and procedures are documented and available upon request. Canadian shipments MUST be requested at least 24 hours in advance of collection.
5. Ordering and confirming the availability of shipped semen is the MARE OWNER's responsibility according to the following terms:
 - a. The STALLION will be collected on **BREEDING DAYS ONLY**, which are Monday, Wednesday, and Friday, beginning February 2, 2012 through June 30, 2012 and by appointment only from July 1 through July 15, 2012.
 - b. Advance notice of general shipping date is requested to guarantee the availability of semen.
 - c. Once the anticipated shipment date has been established, a confirmed shipped semen order must be made **BEFORE 9AM EST** of the collection day for standard shipments or no later than 4 PM the day before collection for counter-to-counter shipments. We cannot guarantee semen shipment availability for late calls, but we will do our best to provide service. Any late calls that can result in a shipment will be subject to a \$50 late charge, which must be paid prior to shipping.
 - d. It is very unlikely with One Hot Krymsun's semen, but it should be understood that we may need to limit the number of semen shipments for a given breeding day. In this event, priority for shipped semen will be given first to mares shipping on their first cycle, and thereafter on a first-come, first-served basis.
6. Fresh semen will ship in good condition disposable shipping containers. Disposable shipping containers do not need to be returned.
7. Each semen shipment will contain enough live sperm cells to inseminate one mare. Any attempt to breed more than one mare may void this contract and/or incur additional charges which must be paid immediately.
8. The Breeding Farm is not responsible for any semen shipment once it leaves its care and custody.
9. These terms and conditions shall be interpreted and enforced under the laws of the State of Ohio. If any clause herein is against Ohio State Law, that clause of these terms and conditions shall be null and void. The balance of the agreement will remain in force.

I have received and agree to these Terms and Conditions for shipping cooled fresh semen.

MARE OWNER

