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At-Farm Breeding Contract 2012 - EXTREMELY HOT CHIPS

This Shipped Semen Breeding Contract for the **2012** Breeding Season is made and entered into this _____ day of _____, 20____, by and between **Pilot Knob Quarter Horses (PKQH)**, hereinafter referred to as 'Breeder', and _____, hereinafter referred to as 'Mare Owner.' Mare Owner agrees to have PKQH inseminate the 'Mare' _____
Registration #(s) _____, Breed Association(s) _____, with semen from the 'Stallion' _____
EXTREMELY HOT CHIPS, AQHA Registration # 4919278, hereinafter referred to as 'Stallion,' for the following Service Fee(s):

-Service Fee for Stallion*: \$ _____ * Includes \$250 non-refundable booking fee

- The Service Fee includes a non-refundable \$500 Booking Fee, payable upon the execution of this contract. The balance of the Service Fee must be paid, with all other expenses, when the Mare is picked up or when Mare Owner is invoiced, whichever occurs first. All invoices are payable upon receipt. Mare Owner may not remove Mare from Breeder's premises until all expenses are paid in full.
- Breeder agrees to provide suitable facilities for the stabling and feeding of Mare and/or Foal while in his custody. Mare Owner agrees to pay for care and feeding at the rate of \$ _____ /day dry; \$ _____ /day wet; \$ _____ /day show barn (dry mares only).
- Unless prior arrangements are made, any Mare left at the farm past July 31st of the current breeding year will be charged mare care at the rate of **\$20/day**.
- The Breeding season will run from February 1, 2012 until June 15, 2012.**
- The Breeder agrees to exercise judgment consistent with recognized standards of care and supervision of Mare and/or Foal. Breeder assumes responsibility of arranging Veterinary services as necessary. Breeder's Veterinarian will examine Mare for reproductive soundness and/or administer veterinary care as deemed necessary for the health and safety of the Mare and/or Foal. Mare Owner agrees to pay all Veterinary expenses incurred while Mare and/or Foal are at Breeder's facility.
- The Mare shall be in healthy and sound breeding condition, free from infectious, contagious and/or transmissible disease. It is highly recommended that all Mares have a current negative uterine culture and/or biopsy, and required for Mares that have aborted or proved barren the previous breeding year.
- A current (within 1 year of date of arrival) Coggins test and a copy of the Mare's registration papers must accompany the Mare upon her arrival at Breeder's facility. If Mare is not accompanied by a current Coggins test, one will be issued by Breeder's Veterinarian and Mare Owner shall be charged the expense for such. Breeder reserves the right to refuse any Mare not in satisfactory condition. If the Mare is refused, the booking fee shall constitute liquidated damages.
- Breeder agrees to diligently try to settle Mare; however, if Mare fails to settle, for any reason, Mare Owner will hold the Breeder harmless. Mare Owner agrees to give the Breeder ample opportunity to settle Mare.
- The Stallion Owner (Cheryl Mullikin), offers a 'Live Foal' Guarantee (LFG) from the breeding purchased with this contract. A 'Live Foal' is defined by PKQH as a foal that stands on its own and nurses within 24 hours of birth. Should Mare not produce a 'Live Foal,' the LFG will ensure Mare Owner a breeding for the following season (2012) only. A chute fee or re-breed fee may apply. Breeder must be notified within 10 days and receive a Veterinary notification of death of Foal. If, after being pronounced 'Safe In Foal,' the Mare should abort or prove barren after leaving the Breeder's premises, Mare Owner has the privilege to return her for breeding during the current breeding season (see above) or return her the following breeding season 2013 only. Chute or re-breed fee may apply. The LFG is void if the Mare leaves the Breeder's premises before being checked 'Safe In Foal' by the attending Veterinarian.
- Should Mare undergo an Embryo Transfer (ET) procedure and produce multiple embryos from one or more inseminations to Stallion or produce multiple foals naturally, Mare Owner will be responsible for multiple Service Fees, equal to the number of foals produced from the mating. Should Mare produce multiple embryos through ET, Mare Owner is obligated to inform PKQH of the existence of multiple embryos within 90 days of multiple embryos being flushed from Mare. Mare Owner will be responsible for additional Service Fee(s) at that time. Should Mare produce multiple foals naturally, Mare Owner is responsible for additional Service Fee(s) when foal(s) are considered Live Foals under the terms of the LFG.
- All re-breeds will pay any chute or re-breed fee before a re-breed will be honored.
- A Breeder's Certificate will be issued for the Foal conceived through the mating arranged in this contract when Service Fee and all other incurred expenses have been paid in full and when Mare has produced a 'Live Foal' from this mating.
- It is further agreed that should the Stallion die or become unfit to breed prior to settling the Mare, that \$ _____ of the breeding fee will be refunded by the Stallion Owner, if Service Fee has been paid in full, thereby cancelling this entire contract; or if the Mare dies or becomes unfit to breed before settling, the Breeder has the option to either a) accept another Mare as replacement or b) cancel this contract.
- Both parties agree that the Breeder, their agents and employees are not liable for death, sickness and/or accident, including consequential damages, caused to Mare and/or Foal.
- All parties agree to follow their particular Breed Association Rules and Regulations with regard to this breeding and registration of subsequent Foal.
- This contract is non-assignable and non-transferable, except with explicit written consent of Breeder.
- Should either party breach this contract, the breaching party shall pay the other's court costs and attorney's fees related to such breach.
- Warning: Under North Carolina law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting exclusively from the inherent risks of equine activities. Chapter 99E of the North Carolina General Statutes.**
- This contract is entered into and will be interpreted under the laws of the State of North Carolina, county of Stokes, and will be enforced under the laws of such. If any clause is against North Carolina State Law, that clause shall be null and void. The balance of the contract will remain in force.

Is mare in foal? _____ If in foal ,what is approximate due date? _____ When do intend to begin breeding your mare? _____

Will you be doing Embryo Transfer? _____ Do you intend to flush multiple embryos? _____ Will you be breeding to other stallions to obtain embryos? _____

Comments: _____

Mare Owner Signature: _____ Breeder Signature: _____

Mare Owner Name (Print) : _____ Breeder Name (Print): _____ MIKE HAY

Date: _____ Date: _____

****PLEASE INCLUDE A COPY OF YOUR MARE'S REGISTRATION PAPERS WITH THIS CONTRACT****

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THANK YOU FOR YOUR BUSINESS