

Tim and Carol Morin
725 Estates Drive
Copper Canyon, TX 75077
(940) 241-2627

Stallion Breeding Service Agreement

This Breeding Agreement, entered into this _____ day/year of _____. by and between Carol Morin, address is 725 Estates Drive Copper Canyon, TX 75077 (hereinafter referred to as "Breeder"), and _____ whose address is _____ ; and telephone number is _____ (hereinafter referred to as "Mare Owner").

Recitals

Breeder is the owner of, or holds transferable breeding rights to that certain Paint stallion known as Leo Dakota GB , APHA reg #00451589 , PtHA reg #115646 (hereinafter referred to as the "Stallion").

Mare owner is the _____ (indicate one of the following: owner, lessee, manager or installment contract vendee, identifying the holder of legal title) of that certain mare, known as _____, Registry and No. _____ (hereinafter to as the "Mare"). Mare shall be accepted for breeding to Stallion for this year's breeding season, which terminates on Oct 31 of this year on the terms and conditions hereinafter stated. Now, therefore, for good and adequate consideration, the parties agree as follows:

1. Breeding. Mare Owner agrees to breed the Mare to Stallion, standing at the location during the current breeding season as stated above in the Recitals. Mare Owner shall pay to Breeder a non-refundable fee for the breeding, payable upon execution of this agreement. The annual booking fee shall be \$200. Such breeding shall be conducted in the manner and at such time and frequencies as Breeder may determine in its sole discretion, taking into consideration veterinarian's recommendations, the health of the Stallion, the health of the Mare, the likelihood of successful breeding and the efficient and economical administration of Breeder's breeding facility.
2. Stud Fee. Mare Owner shall pay a stud fee for the total amount of \$ 0 ; a \$200 annual booking fee (Non-refundable) due at booking; a \$ 200 facility/chute fee one week prior to request for each collection.
3. Breeder will execute registration and/or breeding certificate papers for the resulting foal only upon payment in full of any balance owing to Breeder as a result of such breeding. Registration papers and Annual Stallion Breeding Reports will be issued for PtHA, or APHA, if applicable.
4. Stallion owner agrees to breed mare using cooled, transported semen for the _____ breeding season The mare owner agrees to assume all responsibilities for all financial and transportation arrangements associated with each collection and shipment. The Mare Owner agrees to pay , in a timely manner, for any additional fees that occur as a result of the AI procedure including but not limited to all AI stallion collection, preparation, transportation, vet fees and courier fees as well as or any artificial insemination permits, artificial insemination certificates and/or artificial insemination fees required by any registry that the Mare Owner requests or requires registration papers for.
5. Stallion owner requires all mares that are to be bred by AI to have a vet certified clean mare culture within 45 days of request for transported semen.
6. A signed Breeding Contract, copy of vet certificate of clean culture, any breed association required forms for AI shipment, and copy of registration papers must be received by us with the appropriate annual booking fee, any additional Breed Association AI breeding fees, facility/chute fee and the stallion service fee, a minimum of 30 business days for AQHA, APHA or JC reg mares or 1 week for all other mares prior to request for transported semen.
7. AI collection/preparation/shipment arrangements and payments should be made to Dr. John Bitter of Argyle Vet Hospital, (940) 464-3231 . Any collection must take place on stallion owner's property. Each collection is subject to a facility/chute fee of \$200, payable within 1 week of requested collection to Carol Morin.
8. Mare owner agrees to make arrangements with Argyle Vet Hospital to collect the stallion and bill mare Owner directly for all associated vet costs for collection, preparation and transportation of the transported cooled semen.
9. Mare Owner or the service will need to contact us within 24 hours to schedule a time for on-site collection.
10. Stallion Owner will not be responsible for improper timing and shipping.
11. Mare Owner assumes all responsibility for the determination of whether Artificial Insemination is allowable for any particular breed registry. The Mare Owner will pay any Breed Organization associated AI permit fees. Mare Owner must send and the Stallion Owner receive the permits required to be filled out within 1 week prior to collection of stallion. All additional fees and AI

collection, preparation, transportation, and any other costs associated with the artificial insemination of said Mare will be borne by Mare Owner.

12. **Limitation of Liability and Indemnification.** Breeder and its affiliates, agents, servants and employees shall not be liable for any sickness, disease, estray, theft, death or injury that may be suffered by the Mare or its foal while in Breeder's custody, nor for any other loss, damages, or injury arising out of or connected with the boarding, conditioning, breeding or other services pursuant to this Agreement, except if caused by the gross or willful negligence of Breeder, its agents, servants or employees. Mare Owner fully understands, authorizes and assumes the special risks inherent in breeding, boarding, conditioning, and transporting horses, and acknowledges that mortality and other insurance is solely Mare owner's responsibility. All implied warranties, including fitness; merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded. In no event shall Mare Owner's remedy exceed the amount of the fees paid for the services complained of. Breeder shall also not be liable for any personal injury or disability which the Mare Owner or his agents, representatives or family may receive which occur on Breeder's premises, except as required by law. Mare Owner agrees to indemnify and hold Breeder harmless from any claim related to damages, illness or injury caused by the Mare or its foal and from any claim by a buyer of the Mare or the foal, and agrees to pay all expenses and attorneys' fees incurred by Breeder in defending such claims.
13. **Attorneys' Fees.** Should any litigation be commenced between the parties hereto concerning any provisions of this Agreement or the rights and obligations of either in relation thereto, the party prevailing in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum as and for attorneys' fee.
14. **Default by Mare Owner.** Without prejudice to any other remedy it may have at law or in equity under this Agreement or otherwise, Breeder, by giving written notice to Mare Owner, may terminate this Agreement, and claim a valid lien on the Mare, the foal or other property of Mare Owner on the premises of Breeder for any amount due from Mare Owner under this Agreement if Mare Owner should:
 - a. Have a receiver appointed to take possession of all or substantially all of his property because of insolvency.
 - b. Make a general assignment for the benefit of creditors.
 - c. Allow any judgment against him to remain unsatisfied or unbonded of record for thirty (30) days or longer, or
 - d. Fail to comply with any of the obligations or covenants on his part under this agreement.
15. **Nonassignability.** Mare Owner may not assign any rights or delegate any duties under this Agreement without the written consent of Breeder.
16. **Events Occurring Upon Termination.** Upon termination for any reason, an accounting and settlement shall be made between the parties, taking into account that charges and expenses specified above and all other amounts owing Breeder from Mare Owner.
17. **Binding Effect.** This Agreement shall extend to and be binding upon the parties hereto, their successors and assigns. This Agreement may not be altered except by an agreement in writing signed by the parties hereto.
18. **Governing Law.** The laws of the State of Texas shall govern this Agreement. The parties acknowledge that this agreement is made and shall be considered entirely performed within the state of Texas and shall be construed and enforced under the laws of the State of Texas Law (Chapter 87, civil practice and remedies code), an equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities.
19. **Headings.** The headings in this Agreement are for convenience of reference only and shall not define or limit.
20. **Entire Agreement.** All understandings and agreements heretofore between the parties are hereby merged in this Agreement, which alone fully and completely expresses their understanding and agreement.
21. **When signed by both parties this document will become a legally enforceable contract, binding upon both parties.** The Mare owner hereby grants the Breeder a lien upon the mare and foal (if applicable) for any unpaid stallion fees, mare care charges, veterinary expenses, and any other charges resulting from the mare being on the Breeders premises.

Stallion Owner _____ **Date** _____

Mare Owner _____ **Date** _____

Mare Owner Information:

Owner _____

Address: _____

Telephone Number _____ Fax Number: _____

E-mail: _____

Veterinarian & Clinic Information: _____

Mare Owner Signature: _____ Date: _____