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GOOD COWBOY MARGARITA Mare Contract - On The Farm & Shipped Semen

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PARTIES: This Agreement is made and entered into this ____ day of _____ 20____ by and among Gollehon Quarter Horses, hereinafter referred to as "GQH" and Mare Owner _____ hereinafter referred to as "Mare Owner." All rights and responsibilities between the parties for the 20____ breeding season are set forth in this contract.

This Agreement pertains to the mare, hereinafter referred to as "Mare," owned by Mare Owner or represented to be owned or leased by Mare Owner. Mare Owner agrees to breed the Mare named _____, Breed _____ Registration # _____ to the Stallion, GOOD COWBOY MARGARITA, hereinafter referred to as "Stallion," AQHA, Registration # 4795626, during the 20____ breeding season (commencing February 1 and ending on July 15.) Insurance Company _____ Agent _____ Phone _____ Policy # _____
Check if Mare is not insured ____ Declared value of Mare _____.

Mare Owner shall pay a breeding fee of \$1,800 USD, (OR; "Circle of Friends" fee which is \$1,500 per Mare for any three Mares paid in full together), which includes a non-refundable Booking Fee of \$400 to have Mare bred to Stallion in 20____ upon signing of this contract. A Chute Fee of \$400 will be charged on all donated breedings such as those purchased through Stallion Service Auctions. If a rebreed occurs the following year, **NO REBREED FEE WILL BE CHARGED**. In accordance with Kentucky law, a 6% sales tax will be assessed on all breeding fees, collection fees, booking fees and chute fees for all in state Mares.

ON THE FARM MARES ONLY:

1-Mare Owner agrees to pay for care and feeding while in the custody of GQH at the rate of \$18 per day for dry mares and \$20 per day for wet mares. Custom Mare Care is available for show mares boarded for breeding purposes at the rate of \$22 per day which includes grooming, exercise and/or turnout. Mares arriving underweight will be charged accordingly. A \$50 per insemination fee will apply to Mares on the farm with no collection fee. Invoices will be sent on a monthly basis and are due upon receipt. Mare Owner or Representative has inspected the farm and is satisfied with same as evidenced by signing below.

2-Mare Owner agrees to pay a foaling fee of \$300 if Mare delivers a foal at GQH which includes normal and routine care of the foal for the first 24 hours. If after that time additional care is necessary additional fees will apply. Mare Owner also agrees to pay for a veterinarian to perform a newborn check including CBC blood panel and an IgG test as well as the veterinarian signing the KyBIF foaling verification papers. If Mare Owner wishes to take advantage of the all-inclusive Foal & Go Program, the thirty day flat rate of \$950 must be paid in full in advance with no refund if Mare stays less than 30 days.

3-Mare Owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless GQH, their agents, employees, representatives 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 GQH 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 the Agreement or while Mare is in the care and custody of GQH.

4-Mare Owner warrants that the mare is healthy, in sound breeding condition, is halter broke and registered with the breed association shown above. Mare Owner shall provide an adequate halter for Mare or one will be provided at Mare Owner's expense. Mare's teeth shall be recently floated and her feet trimmed or they will be done at the Mare Owner's expense as necessary. A current, legible copy of the Mare's registration must be attached to and will become part of this Agreement. List any dangerous propensities _____.

5-All parties agree to diligently try to settle Mare. Should Mare not settle, Mare Owner will hold GQH, the farm, their employees, agents, representatives and/or others acting on their behalf harmless from any resulting loss or damages. GQH shall not be liable for 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 Mare Owner. Mare Owner hereby authorizes GQH to obtain and follow a licensed veterinarian's directions with regard to the Mare and/or foal and fully



releases and holds harmless GQH, the farm, their employees, representatives, assigned persons and/or others acting on their behalf.

6-INDEMNIFICATION: Mare Owner shall be solely responsible for all acts and behavior of Mare at all times during this Agreement and may be required to pay for any and all damages done by Mare and/or foal to GQH's facility. In no case shall GQH, their employees, agents, representatives and/or others acting on their behalf be liable for the acts and behavior of Mare and/or foal. Mare Owner also hereby agrees to indemnify and hold GQH harmless against all damages sustained or suffered by any third person that were caused by acts of the Mare and/or her foal.

7-Mare will not be released from GQH's custody until all fees are paid in full including veterinary fees. Mare Owner understands and agrees that GQH shall assert a lien pursuant to Kentucky's law and other applicable provisions of law if all fees are not paid in full.

SHIPPED SEMEN ONLY (See Page 4 for GQH Shipping Procedures.)

1-The following charges apply to shipped semen:

A-The first collection is included in the stud fee. Mare Owner pays for postage.

Subsequent collections - \$100 collection fee plus postage for FedEx or UPS

Picked up at the farm - \$100 collection fee

B-Counter to Counter Service: \$100 collection fee plus same day postage plus a courier fee of \$50

Mare Owner shall pay the entire breeding fee prior to semen being shipped.

All shipped semen shall be fully tested and a control sample shall be maintained at the farm.

2-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 IS GIVEN BY THIS AGREEMENT.

ON THE FARM MARES AND SHIPPED SEMEN

1-The Live Foal Guarantee, hereinafter referred to as "LFG" shall be conditioned upon compliance by Mare Owner of all conditions set forth in this contract. GQH guarantees to Mare Owner that a single, live foal will result from the privileges granted herein. "Live Foal" means that the foal will stand and nurse on its own. It is further agreed that should the mare die, prove barren, abort the foal, or if the foal is stillborn, Mare Owner is entitled to a return service for the subsequent breeding season 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. If Stallion dies, sells or becomes unfit to breed before Mare is bred, GQH shall have no liability to Mare Owner except for notification of its occurrence. Refunds will be given at the sole discretion of GQH. If Mare dies while this contract is in effect, Mare Owner may substitute another Mare upon written approval of alternate Mare by both parties. Mare Owner shall not sell or assign this breeding contract without prior written consent of GQH. Any attempt to assign or substitute without prior written consent of GQH will terminate the Agreement and release GQH from all obligations. GQH shall be released from the LFG and the LFG shall be void if:

- a. Mare Owner fails to notify GQH within forty eight hours after the time of foaling that live foal was not produced; and
- b. Within fourteen days after such event, Mare Owner has not provided certification that foaling was properly attended and produce a veterinarian's statement substantiating the failure of the Mare to produce a live foal; or
- c. The Mare is sold without notice to GQH

2-At Mare Owner's request, GQH may issue a breeding certificate after the Mare's sixty (60) day pregnancy check by a licensed veterinarian and is determined to be 'safe in foal.' However, all charges must be paid in full prior to issuance of the breeding certificate.

3-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 foals(s). However, if Mare has a twin birth resulting in two foals that stand and nurse, an additional breeding certificate will be issued.



4-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 Woodford County in particular. All venue objections are waived. Should GQH resort to legal action to enforce the terms of this Agreement, GQH shall be entitled to legal fees, costs and expenses should a dispute arise between the parties.

5-The Mare will not be bred to the Stallion nor will semen be shipped without a fully signed copy of this Agreement as well as the appropriate documentation having been received and approved by GQH.

6-ACCEPTANCE: By signing, Mare Owner's signature attests to the fact that the Mare Owner has read and understands all of the outlined herein and accepts this Contract as a legal and binding instrument in the State of Kentucky.

8-This Contract is non-assignable and non-transferrable. This Contract is made and entered into in the State of Kentucky and shall be enforced and interpreted under laws of Kentucky. Should any clause above be in conflict with State Law, only that individual clause shall be null and void.

8-WARNING: Under Kentucky Law, a farm animal activity sponsor, farm animal professional or other person does not have the duty to eliminate all risks of injury of participation in farm animal activities. There are inherent risks of injury that you voluntarily accept if you participate in farm animal activities. KRS 247.4027

9-This Contract represents the entire agreement between parties. This Agreement shall not be altered except in writing and be accompanied by the signature of both parties. The parties signing below represent that they are fully authorized to execute this Agreement. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. Additional agreements must be initialized by each party. Additional agreements _____

If none check here _____.

When GQH and Mare Owner sign this Contract it is then binding on both parties, subject to the terms and conditions.

PAYING BY CREDIT CARD:

Mare Owner may pay for any and all expenses by credit card, however, credit card information MUST be on file for postage for shipped semen.

Mare Owner authorizes GQH to charge any and all expenses, services or reimbursements incurred by the execution of this Contract with a 4% convenience fee added.

() VISA () MASTERCARD _____ - _____ - _____ - _____
 EXP ___/___ 3 DIGIT SECURITY CODE _____

 Mare Owner or Agent (Signature) (Print Name) Date

 Address City Zip

 Phone #s Cell Home Work

 Email Address Fax

 Gollehon Quarter Horses (Roger or Robin Gollehon) Date



SHIPPED SEMEN PROCEDURES - GOOD COWBOY MARGARITA

To insure that you get semen when your mare needs it and so you won't be assessed additional costs, GIVE YOUR VETERINARIAN A COPY OF THIS PAGE

1-SEMEN COLLECTION/SHIPPING DAYS:

Semen is available any day of the week with 24 hour notice of collection.

2-REQUESTS FOR SHIPMENTS:

Please notify GQH of your mare's reproductive status so that a shipment may be anticipated, then follow up with the final order. Requests will be honored in order of receipt with preference given to On The Farm Mares. You must notify GQH by phone the day before collection and shipping for Overnight Service, Farm Pick-up and Counter to Counter Service. For Example: For Overnight Service, call the farm Sunday evening for shipping semen on Monday for a Tuesday insemination. For Same Day Service, call the farm Sunday evening for shipping semen on Monday for a Monday insemination.

PAYMENT:

Payment Arrangements must be completed prior to shipment of semen. Payment may be made by check or credit card. The first collection is included with the stud fee. Subsequent collections will be billed at the rate of \$100 per collection, per Mare, plus the cost of shipping.

CONTAINER RETURN:

Unless a disposable container is used, Equitainers must be returned to GQH within 4 days from the date of receipt to avoid additional charges. If it is not received by GQH within 4 days of receipt Mare Owner will be assessed a \$40 per day rental fee for every day the container is late. We require that you insure Equitainers for \$400 in case of loss or damage to the container. Equitainers not returned within 10 days will incur a \$400 replacement charge.

PLEASE NOTIFY:

Please notify GQH of the result of your mare's pregnancy check. We recommend the first check to be 14-16 days after ovulation, also checking for twins. Please feel free to consult with GQH regarding any reproductive management issues your mare may have.

HOW WE CAN BE REACHED:

Roger Gollehon 317-408-5151, Robin Gollehon 317-408-5150, Email: RR@Gollehon.com. We check our email many times throughout the day, but if you don't get an email answer back, please follow up with a phone call. If you don't get a returned phone call please call again.

SHIPPED SEMEN INFORMATION - GOOD COWBOY MARGARITA

Mare Owner FedEx Acct # (If you have one)

Mare's Registered Name Registration # Breed

Veterinarian Cell # Office #

Name & Address where semen is to be sent for weekday & Saturday delivery

Hold For Pickup - Name of actual person picking up semen - will be required by FedEx to show ID

Nearest Airport for Same Day Service