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GOOD COWBOY MARGARITA - 2012 BREEDING CONTRACT Page 1 of 4

PARTIES: This Agreement is made and entered into this ____ day of _____ 201_ by and among Gollehon Quarter Horses, Agent for Good Cowboy Margarita, LLC, hereinafter referred to as "GQH" and Mare Owner _____ hereinafter referred to as "Mare Owner." All rights and responsibilities between the parties for the 2012 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 2012 breeding season (commencing February 1 and ending on July 15.)

Mare Owner shall pay a breeding fee of \$2,000 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 2012 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. **The first insemination is included in the stud fee.** \$50/insemination thereafter. **No collection fees for On The Farm Mares.** Invoices will be sent by the first of each month and are due by the 10th. Mare Owner must keep a valid credit card on file with GQH. If payment is not received by the 10th, Mare Owner's credit card will be charged on the 11th. If a check or credit card is declined for any reason a \$50 charge will be incurred.

2-Mare Owner agrees to pay a foaling fee of \$350 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 Veterinary inspection of Mare and newborn foal, IgG and CBC blood panel, Veterinary Trip Charge and Veterinarian signing the KyBIF foaling verification papers if applicable. If Mare Owner wishes to take advantage of the all-inclusive **Foal & Go Package**, the thirty day flat rate of \$950 must be **paid in full in advance** with no refund if Mare stays less than 30 days. Foal & Go Package includes: Up to 30 days Mare care, Foaling Fee, Veterinary inspection of Mare and newborn foal, IgG and CBC Blood Panel, Veterinary Trip Charge & Veterinarian signing KyBIF verification papers.

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. Insurance Company _____

Agent _____ Phone _____ Policy # _____

Check if Mare is not insured _____. Declared value of Mare _____.



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

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 - \$150 collection fee plus postage for FedEx or UPS

Picked up at the farm - \$150 collection fee

B-Counter to Counter Service: \$150 collection fee plus same day postage plus a courier fee of \$50

C-Proper notification must be given when ordering shipped semen. (See GQH Shipping Procedures.)

Same Day notification will incur a \$100 service fee.

D-Canadian shipments - Cooled semen is available for overnight service but additional fees for semen export permit and paperwork apply. All fees are listed in US currency.

Mare Owner shall pay the entire breeding fee prior to semen being shipped. Mare Owner must keep a valid credit card on file with GQH. If a check or credit card is declined for any reason a \$50 charge will be incurred.

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 30 Day 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. 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.

b. Within thirty days after foaling, Mare Owner has not provided certification that the Mare failed 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 foal(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.



SHIPPED SEMEN PROCEDURES

To insure that you get semen when your mare needs it and so you won't be assessed additional costs, PLEASE ADVISE YOUR VETERINARIAN OF THE FOLLOWING:

SEMEN COLLECTION/SHIPPING DAYS:

Semen is available any day of the week with prior days notice of collection.

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. **Failure to give proper notification will incur a Same Day Service Fee of \$100.**

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 \$150 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 859-494-9491, Email: RR@Gollehon.com. We check our email many times throughout the day, but when ordering semen, please call to verify.

FOR SHIPPED SEMEN:

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

FedEx Acct # (If you have one)