GOOD COWBOY MARGARITA 2016 BREEDING CONTRACT

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This Breeding Contract is made and entered into this day by and between Gollehon Quarter Horses hereinafter referred to as "GQH" and Mare Owner as listed on Information Sheet (Page 3 of this Contract) hereinafter referred to as "Mare Owner." This Contract pertains to the mare, hereinafter referred to as "Mare," owned or leased by Mare Owner as listed on Information Sheet (page 3 of this Contract). Mare Owner agrees to breed the Mare to the Stallion, GOOD COWBOY MARGARITA, hereinafter referred to as "Stallion," AQHA, Registration # 4795626, during the 2016 breeding season. The Parties agree as follows:

FEES & EXPENSES: The 2016 Breeding Fee for the Stallion is \$850.00 to be paid as follows: A non-refundable booking fee of \$200 is due from Mare Owner upon signing and return of this Contract and the balance of \$650.00 is due upon the delivery of Mare to GQH or the shipping of semen. A booking fee of \$200 will be charged on all donated breedings such as those purchased through Stallion Service Auctions. In accordance with Kentucky law, a 6% sales tax will be assessed on all breeding fees for all in state 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. All fees are listed is US currency.

SHIPPED SEMEN:

Collection Fee \$200

Shipped semen available any day of the week with a prior day's notice
Same day service (if available) add \$100
First collection included in stud fee
Same rates apply to semen picked up at the farm
Prior Day Notice Airport Counter to Counter service add \$50
Mare Owner pays for postage on all shipments
Canadian shipments - Cooled semen is available for overnight service but additional fees for semen export permit and paperwork apply.

The responsibility for conception is on the Mare Owner, therefore a qualified, experienced person, competent in the use and handling of cooled semen should perform the insemination of the Mare.

No guarantee of delivery of shipped semen within a certain time period or guarantee that shipped semen will safely reach the insemination point or is delivered without losing some of its integrity, quality or characteristics is given by this Contract. Mare Owner acknowledges that the use of cooled semen is an emerging technology that GQH cannot guarantee in any respect.

ON THE FARM:

Mare Care - \$18/day dry, \$20/day wet, \$22/day show mares
First insemination is included with a paid breeding fee. \$50/insemination thereafter
Foaling Fee - \$400. Additionally Mare Owner agrees to pay for a veterinary inspection of Mare and newborn
foal, IgG and CBC blood panel, veterinary trip charge and signing KyBIF verification papers if applicable.

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 employees, 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 during the term of the Agreement or while Mare is in the care and custody of GQH.

All parties agree to diligently try to settle Mare. Should Mare not settle, Mare Owner will hold GQH, their, employees 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 authorizes GQH to obtain and follow a licensed veterinarian's directions with regard to the Mare and/or foal.

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.

LIVE FOAL GUARANTEE: Mare Owner is guaranteed one live foal for Mare once she has been certified by a licensed veterinarian to have settled. The live foal guarantee shall remain in effect for thirty days from the date of birth. If a live foal does not result from the breeding, the Mare Owner is entitled to a rebreed the following season provided the Mare Owner provides GQH written notification from a licensed veterinarian certifying that the Mare has slipped or produced a non-viable foal within one week of such slippage or death of foal.

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SUBSTITUTION OF MARE: Should the Mare die or prove barren, Mare Owner may substitute another mare with the approval of GQH providing Mare Owner has remained in compliance with the terms and conditions set forth herein and all outstanding accounts are paid in full.

BREEDING SEASON: The Breeding Season as used in this Contract shall refer to the period from Feb 1 to June 1 (by appointment after June 1)

WARRANTY: NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS CONTRACT.

ASSIGNMENT: Mare Owner may not sell or assign this Contract without the prior written consent of GQH. Any attempt to assign or sell without the prior written consent of GQH will terminate this Contract and release GQH from all obligations contained herein.

REGISTRATION PAPERS: Mare Owner shall provide GQH a copy of Mare's registration papers at the time of returning a signed copy of this Contract. If Mare is leased a copy of the lease shall accompany Mare's registration papers.

BREEDERS CERTIFICATE: A Breeders Certificate produced by the appropriate breed association will be issued to the Mare Owner as shown on the Mare registration papers or lease agreement, after all fees and expenses have been paid in full. AQHA registrations can be done online and Breeders Certificates will only be sent out upon request.

LIQUIDATED DAMAGES. As between Mare Owner and Breeder, should any dispute arise that is not otherwise governed or covered by a provision in this Contract, including, but not limited to, a dispute alleging that Breeder has breached this Contract, the Parties hereto specifically agree that Mare Owner's damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to an amount equal to the Breeding Fee specified herein.

VENUE/JURISDICTION: Mare Owner agrees that all disputes related to this Contract shall be governed by the laws of the Commonwealth of Kentucky in Woodford County.

ADDITIONAL PROVISIONS: This Contract constitutes the entire agreement of the Parties. Any modification must be in writing and signed by both Parties. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall be deemed as one and the same instrument. If any provision of the Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force.

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

IN WITNESS WHEREOF, the Parties affix their signatures:

X		
Mare Owner or Agent Signature	Print Name	Date
X		
Gollehon Quarter Horses (Roger or Robin Gollehon)		Date

INFORMATION SHEET

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Mare Owner		Email	
Address	City	State	Zip
Phone #s-Home	Work	Cell	
Mare's Registered Name	Registration #	Breed	Age
	ON THE FARM MAR	RES	
Due Date if in foal	Sire of foal	KyBIF (Yes / No)
Special Requests			
Insurance Company		Agent	
PhonePolicy #	Check if Mare is r	not insuredDeclared valu	ie of Mare
SHIPPING INFORMATION:	SHIPPED SEMEI		
Veterinarian	Cell #	Office #	#
Name & Address where semen is t	to be sent for weekday & Saturday	delivery	
Hold For Pickup - Name of actual p	person picking up semen - will be re	equired by FedEx to show ID)
Nearest Airport for Same Day Serv	rice	FedEx Acct # (If	you have one)
	CREDIT CARD		
	e on file for postage for shipped s narge any and all expenses, service		
() VISA () MASTERCARD	-		
	EXP/ :	3 DIGIT SECURITY CODE	
Credit Card Holder Name (If differ	ent than Mare Owner)	Rilling Address	