

Hanes Performance Horses

113 Forrest Court
Shelbyville, TN 37160

08 BREEDING CONTRACT FOR ONE SURE THING

This certifies _____, hereafter referred to as Mare Owner, has engaged one service to _____, for the mare _____, registration number _____, breed _____, for the 2008 season at \$750 subject to the following:

1. **BOOKING FEE.** A non-refundable booking fee of \$400 (payable to Hanes Performance Horses) is due with this contract. A booking will not be guaranteed without the payment of the booking fee, which is an included part of the breeding fee.

2. **STALLION FEE.** The contract balance of \$350 (payable to Hanes Performance Horses) will be due before any shipments of semen. The total stud fee of \$750 must be paid in full before any shipments are sent plus the shipping collection fees. No refund of any part of the entire stud fee will be made once the act of breeding of any kind has occurred.

3. **LIVE FOAL GUARANTEE.** Live foal means that the foal will stand, nurse, and live 24 hours with no death threatening complications. It is understood that if the mare proves barren, aborts her foal, or if the foal is stillborn, a return season will be guaranteed the following year, providing proper notification is given. This is a two year breeding contract beginning in 2008. Proper notification shall be defined as follows: As soon as pregnancy is doubted, Veterinary inspection to again certify her status, or as soon as foal dies, immediate contact is required with the Stallion Owner. The entire breeding fee must be paid on time and in full for this guarantee to be in effect. The mare owner agrees to pay a \$200 rebreed fee if the mare does not get in foal during the 2008 breeding season if the breeding has to be transferred to the 09 breeding season.

4. **STALLION-MARE SUBSTITUTION.** It is further agreed that should the above named stallion die, be sold, or become unfit for service, or if the above named mare dies before foaling, the Mare Owner may substitute another mare or breed the above named to another Stallion on the farm, belonging to Hanes Performance Horses, that is agreed to by both the Stallion Owner and the Mare Owner. (If a stallion is sold, arrangements will be made with new owner for rebreed purposes, by HPH before sale is complete.)

5. This contract is good for one foal. Multiple foals from the same mare in the same breeding season will require a separate contract and breeding fee for each resulting foal. The only exception to this would be twins that are carried throughout term and foaled by one mare.

COOLED SHIPPED SEMEN CONDITIONS

1. Cooled Transported Semen (CTS) is available. The charge for shipping and collecting the semen will be \$325 per shipment. Standard shipment will be via Federal Express NEXT MORNING DELIVERY within the Continental United States. A complete street address with city, state, zip-code and telephone number will be required for proper delivery of semen. SEMEN COLLECTION/SHIPPING DAYS are Mon, Wed, and Fri. Collections will be sent via Fed Ex overnight delivery.

2. It is the Breeder's responsibility to ship semen in a viable condition to the mare owner, to the best of their ability. All shipments will leave the premises having been analyzed for motility and sperm count. The semen has previously been analyzed and tested to be free from infectious disease. All procedures for collection and packaging meet or exceed the standards of our industry. Once the semen leaves the farm, *it is in the hands of the shipper*, and semen quality is *dependant on that handling*. The Mare owner is responsible for the shipment once it leaves our hands. It is the mare owner's responsibility to file claims as to loss of time due to late, lost, or dead shipments. The mare should be inseminated

immediately upon receipt of the semen by a licensed veterinarian. The semen may only be used for the designated mare. Two(2) breeding doses will be shipped when possible with each shipment) Mares residing at the breeding farm have first priority over mares receiving shipped semen.3. REQUESTS FOR SHIPMENTS must be made by phone to Hanes Performance Horses no later than 9:00A.M. (Central Time) on collection/shipping days . When possible, please notify Hanes Performance Horses of your mare's reproductive status so that a shipment date may be anticipated, then follow up with the final order. Requests will be honored in order of receipt. PAYMENT arrangements must be completed with Hanes Performance Horses prior to shipment of semen.

3. A designated veterinarian should examine the mare for pregnancy between sixteen (16) and thirty (30) days after last breeding and the results mailed to the Stallion Owner. A breeders certificate shall be issued to the mare owner upon notification of a live foal. If however, any charges incurred on behalf of the mare named in the contract remain unpaid, no certificate will be issued until the unpaid charges are cleared. PLEASE NOTIFY Hanes Performance Horses of the result of your mare's pregnancy check. We recommend the first check no later than 14 days after ovulation. This will allow enough time for your breeding manager to prepare your mare for another cycle's breeding if she is not in foal. Please feel free to consult with Hanes Performance Horses's management regarding any reproductive management issues your mare may have.

4. The Mare Owner bears all responsibility for insurance or risk of loss to the mare in connection with this contract. Additionally, the Mare Owner assumes the unavoidable risks inherent with all horse related activities, including but not limited to: the semen, the shipping container, and risk of personal injury to the Mare Owner and his/her family or anyone else associated with the breeding efforts resulting from this contract. The Mare Owner agrees to look solely to his/her insurance for compensation for any breeding activity type loss, and further agrees to indemnify and hold harmless the Stallion Owner and Breeder, including agents, Veterinarians, employees, and all family members of each herein so described.

5. The parties hereby further agree that this Agreement will be transacted and will be strictly enforced pursuant to the Rule of Artificial Insemination and Transported Cooled Semen as described in the 2008 edition of AQHA's Official Handbook. As required by the aforesaid rule, the Mare Owner additionally agrees to return the completed copy of the Cooled Transported Semen Certificate, which will accompany each shipment of cooled shipped semen, to AQHA and the breeder within 15 days of insemination. The party also agrees to abide by the rules of any registry approving the use of CTS for it's breed.

6. The Mare Owner's signature on this agreement certifies that he/she has read and fully understands all the terms and conditions outlined herein, and accepts this document as a legal and binding instrument on behalf of the mare owner and all future heirs, agents, successors and assigns. This Agreement constitutes the entire agreement between the parties. No further agreements, whether verbal or implied, are included.

7. The Mare Owner understands that the shipping container (either equitainer or disposable) used for the transport of the semen is the sole property of Hanes Performance Horses and the Mare Owner has no ownership rights in the container what-so-ever. Mare Owner is to be responsible for the equitainer until it arrives back to Hanes Performance Horses. CONTAINER RETURN is required within 48 hrs after insemination to avoid late fees. A late fee of \$20.00 per day WILL be charged. Fed Ex and UPS for returns only, please DO NOT return the units via US Mail as they do not deliver directly to our facility. We recommend that you insure Equitainers for \$300.00 in case of loss of contents or entire unit. Equitainers not returned to Hanes Performance Horses will incur a \$300.00 replacement charge. Styrofoam shipping containers not returned will incur a \$30.00 charge.

8. MARE RECORDS. A photostatic copy of registration papers (both sides) is required.

Signature of mare owner _____

Proposed first possible breeding date? _____ Is mare currently in foal? _____ Due Date? _____

AGREED AND ACCEPTED BY THE PARTIES HERETO;

(Please also initial each page in upper right hand corner)

Mare Owner/ Agent Date

Name of Mare Registration #

Mare Owner/ Agent Date Billing Address;

Email Address

Address to which Semen is to be Shipped; (Vet's name/ phone)

: _____

EMERGENCY DAY AND NIGHT PHONE NUMBERS

Day _____ Night _____

Please direct contracts and all payment to Hanes Performance Horses. You MUST have a contract on file before any semen will be sent!

CREDIT CARD INFORMATION AND AGREEMENT

Please furnish the following information prior to the first shipment. Return this original form signed to Hanes Performance Horses 113 Forrest Court Shelbyville, TN 37160, also retain a copy for your own records.

READ CAREFULLY BEFORE SIGNING: *By signing or otherwise authorizing the charges reflected above, I agree to pay the full amount thereof in the event that such charges are declined or refused by my bank or credit provider.*

Additionally, I agree to pay interest at the rate of 12% per annum on all charges and attorneys fees and costs incurred in collection of the charges.

I, _____, authorize Hanes Performance Horses to charge shipping fees and any unpaid fees owed to my:

Check one:

Visa Visa Checkcard MasterCard

Card Number: _____ - _____ - _____ - _____

Expiration Date: _____/_____

Name on Card (please print): _____

Address where CC bill mailed: _____

Card Holder's Signature: _____ Date:
