



## **BENNIE SARGENT QUARTER HORSES**

### **ON FARM BREEDING CONTRACT**

**101 Victoria Way**

**Georgetown Kentucky 40324**

**Phone: 502-863-2944 Fax: 502-863-0567**

**[www.sargentquarterhorses.com](http://www.sargentquarterhorses.com)**

This Breeding Contract is made as of this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between: Bennie Sargent Quarter Horses, 101 Victoria Way, Georgetown, Kentucky, 40324 (referred to herein as "Breeder") and \_\_\_\_\_ whose address appears below (referred to herein as "Mare Owner"). Breeder is the owner of or agent for the Stallion \_\_\_\_\_, AQHA Registration Number \_\_\_\_\_ (referred to herein as "Stallion"), and Mare Owner wishes to obtain one breeding to Stallion for the Mare \_\_\_\_\_, Registration Number \_\_\_\_\_, (referred to herein as "Mare") for the 2008 breeding season. In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. FEES & EXPENSES.** Mare Owner shall pay a Breeding Fee of \$\_\_\_\_\_ which includes a non-refundable booking fee of \$300.00 to have mare bred to Stallion in 2009 upon signing of this contract. All Mare Owners must have a Visa or Mastercard on file with Breeder for breeding and shipping expenses. All expenses shall be paid upon invoice, as described in the Billing & Payment provision, or prior to the Mare leaving the premises of Bennie Sargent Quarter Horses, whichever first occurs. In accordance with Kentucky law, a 6% sales tax will be assessed on the breeding fee for all in-state mares.
- 2. NOTICE OF MARE DEPARTURE.** Mare Owner shall provide Breeder no less than 48 hours notice of the time when Mare Owner wishes to remove Mare from the premises of the Sargent Quarter Horses. Mare Owner acknowledges this time is required to allow Breeder to prepare a final statement of fees and expenses and the history of the Mare and/or a foal during their stay at Bennie Sargent Quarter Horses.
- 3. BILLING & PAYMENT.** Breeder shall invoice Mare Owner on a monthly basis for all expenses related to Mare and/or foal, including, but not limited to, board, farrier, veterinarian and medication expenses. The unpaid balance of Mare Owner's account is due and payable in full on the 15<sup>th</sup> day of the month in which the invoice is received. Breeder shall invoice Mare Owner for the balance of the Breeding Fee when the mare is determined to be in foal. In the event any outstanding balance on the account is not fully paid within 45 days from the date of the outstanding invoice, Breeder may take any and all actions necessary to collect the outstanding sums and to minimize further expenses and damages to Breeder, including, but not limited to refusing to palpate or breed the Mare.
- 4. MARE HEALTH.** At the time of or prior to arrival of Mare at the premises of Sargent Quarter Horses, Mare Owner shall provide Breeder with the following: (i) a veterinarian's health certificate determining a negative uterine culture; (ii) the results of a Coggins test taken within 6 months of arrival date; (iii) a record of vaccinations, with annual Flu and Rhino vaccinations given 90 days prior to arrival and (v) a record of worming.
- 5. MARE BREEDING CONDITION.** Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.
- 6. EMBRYO TRANSFERS: Multiple Embryos.** Should Mare build, mature and ovulate more than one follicle and more than one embryo be recovered during one embryo transfer flushing procedure, Breeder shall make a reasonable attempt to contact Mare Owner who must decide at that time whether to transfer more than one embryo. Alternatively, prior to the flushing procedure, Mare

Owner may give Breeder written instructions on whether to transfer more than one embryo should multiple embryos result. If Mare Owner does not provide written instruction or should such reasonable attempt to contact Mare Owner fail, Breeder shall transfer only one embryo. No breeding certificates for more than one embryo shall be issued by Breeder unless and until the Mare Owner pays the Breeder the Breeding fee set forth above.

7. **BREEDING METHOD.** Breeder agrees to try to settle the Mare and Breeder shall determine the best method of breeding Mare in Breeder's sole and exclusive discretion. If Mare does not settle, Mare Owner shall hold Breeder harmless from any and all claims, causes of action, costs, expenses and damages of any kind or nature whatsoever. If Mare Owner has paid the Breeding Fee prior to a determination that the Mare will not settle in the 2009 breeding season, Mare Owner's sole remedy shall be a refund of the Breeding Fee, less the Booking Fee and any unpaid expenses as identified in the Fees & Expenses provision above.
8. **LIVE FOAL GUARANTEE-** The Mare Owner is guaranteed one "live foal". "Live foal" requires that the foal stand and nurse. If the Mare absorbs or aborts a pregnancy after having been pregnancy checked in foal, or if the Mare fails to conceive during the normal breeding season, the Breeder agrees to breed the above-named Mare or a substitute that both Breeder and Mare Owner agree upon, during the immediate following year's breeding season. **There will be a charge of \$300 for re-breed service.**
9. **BREEDING SEASON.** The Breeding Season as used in this Breeding Contract shall refer to the period from February 15<sup>th</sup> to July 1<sup>st</sup> of the year of this Breeding Contract.
10. **SUBSTITUTION-** In the event the Stallion dies or otherwise becomes unfit for service, the Mare Owner may breed the Mare to another Stallion at Bennie Sargent Quarter Horses, as is agreed by both the Mare Owner and Breeder. If another stallion is unavailable, the Breeding fee (less any outstanding fees and expenses for mare) will be refunded to the Mare Owner and the parties in this contract will be released from any further rights, obligations or liabilities hereafter. If the Mare dies or becomes unfit for breeding, the Mare Owner may substitute with another Mare, accepted by the Breeder.
11. **REGISTRATION PAPERS.** Mare Owner shall provide Breeder a copy of Mare's registration papers (front and back) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.
12. **BREEDER'S CERTIFICATE.** A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and **upon notification to Bennie Sargent Quarter Horses of the birth of the foal.**
13. **MARE CARE.** Breeder shall have the sole discretion to determine when to seek veterinary care for Mare and/or a foal and to provide such care as recommended by a licensed veterinarian at the expense of Mare Owner. Breeder shall make a reasonable attempt to contact Mare Owner regarding accidents, injuries or illness requiring extraordinary veterinary care, but shall proceed in Breeder's sole and exclusive discretion with care should such reasonable attempt to contact Mare Owner not be successful. Mare Owner has provided contact information in the signature block below and represents that Mare Owner shall provide Breeder with any changes to such contact information so that Breeder may attempt to make contact. Mare care for 2009 will be \$12 per day for dry mares outside and \$14 per day for dry mares in the barn; \$16 per day for wet mares outside and \$18 per day for wet mares in the barn.
14. **WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS.** MARE OWNER HEREBY SPECIFICALLY AGREES THAT BREEDER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL. MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.
15. **LIQUIDATED DAMAGES.** As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically

agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of the Breeding fee paid by Mare Owner.

16. **VENUE AND JURISDICTION.** All disputes related to this Breeding Contract shall be governed by the laws of the State of Kentucky. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Scott County, Kentucky.

17. **ADDITIONAL PROVISIONS.** This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral. Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties. The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

18. By signing this contract, mare owner understands the KyBIF conditions that all mares bred in Kentucky must pay a 6% sales tax on each stud fee paid and those mares must also foal in Kentucky for those foals to be eligible for the KyBIF monies.

Mare

Date: \_\_\_\_\_

Owner: \_\_\_\_\_

Mare Owner Signature: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Date: \_\_\_\_\_

Breeder: \_\_\_\_\_

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## CUSTOMER PAYMENT AUTHORIZATION

Mare Owner Name: \_\_\_\_\_

Name as it appears on card: \_\_\_\_\_

Credit Card Billing Address:

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Check One:  Mastercard  Visa  Discover

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ 3 Digit Security Code \_\_\_\_\_

***I authorize the following amounts to be charged to the credit card listed above:***

Booking Fee ..... \$ \_\_\_\_\_

Balance of Breeding Fee..... \$ \_\_\_\_\_

Shipped Semen Fee..... \$ \_\_\_\_\_

Other Charges..... \$ \_\_\_\_\_

3% Service Fee..... \$ \_\_\_\_\_

Total amount to be charge..... \$ \_\_\_\_\_

Stallion \_\_\_\_\_ Mare \_\_\_\_\_

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**Authorized Signature**

**Date**