

RDiamond Halter Horses

Broken Arrow, OK

(918) 316-4997

Rdiamondhalterhorses.com

Email: Rdiamondhalterhorses@gmail.com

ITSALLABOUTTHATBASS BREEDING CONTRACT

THIS AGREEMENT, made in duplicate and entered into this ____ day of _____, _____, by and between _____, (hereinafter referred to as "Mare Owner") and KEVIN GEORGE –R-Diamond Halter Horses/Lindsay Henry (hereinafter referred to as "Stallion Manager(s)" and "Owners").

WHEREAS, Kevin George is the manager of stallion Itsallaboutthatbass, and Mare owner is the owner/lessee of a certain mare named _____, registration number _____, associations: _____.

WHEREAS, said Stallion will stand at stud during the season of 2017 at Kevin George Show Horses, and the parties hereto desire to contract for the servicing of the above mare by said stallion during the breeding season of 2017.

NOW, THEREFORE, in consideration of the premises herein contained, it is agreed as follows:

1. STALLION SERVICES AND FEES: Stallion Manager does hereby reserve for Mare Owner, one season's booking in 2017 to said stallion for cover of said mare. In consideration of the reservation by Stallion Manager of said booking, Mare Owner shall pay Owner of Stallion, Lindsay Henry, the stallion service fee in full before requesting semen in 2017. Please mail a copy of this contract and stallion service fee to Lindsay Henry • 1609 W Quincy St. • Broken Arrow, OK 74012. This amount shall be applied to the stallion service fee of: Itsallaboutthatbass: \$1000.00.

LESS: Discount (**if applicable**) in the amount of _____ bringing the total stud fee to _____.
Mare Owner agrees to deliver said mare (in the event of on the farm breeding) to Stallion Manager on or before June 01, 2017, otherwise, unless prior arrangements are made, Mare Owner shall forfeit stallion service fee and Stallion Manager shall be under no further obligation with respect to any matter herein set forth.

(a) REMAINING BALANCES: Mare Owner agrees to pay, in full, any remaining balance at the time mare is found to be in foal by Stallion Manager's veterinarian. Said mare will not be released from premises until all bills are paid. If mare is removed from premises before veterinarian serving Stallion Manager has found the mare to be in foal, then no moneys will be refunded and all bills are due and payable.

(b). PAYMENT: Payment may be made by cash or check. **The stallion service fee must be paid in full, prior to semen shipment, by cash, or check, made to Lindsay Henry and mailed to Lindsay Henry• 1609 W Quincy St. Broken Arrow, OK 74012.**

(c). INCENTIVES: The following incentives will apply to all mares booked.

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1. Any Weanling resulting from a 2017 breeding to win an APHA World Champion title or APHA Reserve World Champion title will receive a monetary payment of \$1,500.00 for an APHA World Champion title OR \$1,000.00 for an APHA Reserve World Champion title.

2. Any Weanling resulting from a 2017 breeding to win a PtHA World Champion title or PtHA Reserve World Champion title will receive a monetary payment of \$1,000.00 for a PtHA World Champion title OR \$500.00 for a PtHA Reserve World Champion title.

(e). FUTURITIES: Itsallaboutthatbass is nominated/will be nominated to the following futurity programs for the 2017 breeding/2018 foaling season.

1. Breeders Halter Futurity Open Color Division

2. APHA Breeders Trust (Gold Division).

2. GUARANTEES:

(a). LIVE COLOR FOAL GUARANTEE: Stallion owner offers a live color foal guarantee. If the mare does not settle, produces a stillborn foal, a foal that does not qualify for APHA regular registry papers, or the foal is unable to stand and nurse, mare is eligible for a free return service the following year only if all services pertaining to the mare have been performed by a licensed veterinarian and under these conditions: (Note: Guarantee is limited to the stallion service fee only, and the stallion owner, manager, and agents are held harmless from all liability).

(1). Mare must halter broke, free from infectious or contagious disease, dewormed regularly, vaccinated annually for EWT, strangles, and rhinoneumonitis, and certified in good physical and sound breeding condition prior to breeding, and thereafter, and during her pregnancy. A negative Coggins, health certificate, and a copy of the mare's registration papers are required for all mares arriving at Kevin George's Show Horses.

(2). Stallion owner must be informed of any foal death within 7 days, and of miscarriage within 30 days by certified letter, return receipt requested.

(3). In the event of death of said stallion, or he becomes otherwise unfit for breeding purposes prior to the mare being declared in foal, then all stallion service fees shall be refunded to the mare owner. In the event the stallion is sold or otherwise not owned by R-Diamond Halter Horses/Lindsay Henry, then the LCFG shall immediately become null and void upon transfer of ownership.

3. BOARD: Mare owner shall pay to Stallion Manager the board rate in the amount of \$12.00 per day for mares without foals. The board rate for mares with foals at their side is \$15.00 per day. ALL BOARD AND OTHER BILLS SHALL BE PAID IN FULL BEFORE MARE DEPARTS PREMISES IF MARE IS BEING BRED AT Kevin George's

4. ON THE FARM BREEDINGS: Mare Owner will pay a mare management/collection fee in the amount of \$275, per cycle. Said fee will cover multiple collections and inseminations per cycle.

5. SUBSTITUTIONS: Should the above named mare die or become unfit for service **prior to being inseminated**, mare owner may substitute another mare for the 2017 stallion service fee as long as substitute mare is approved by the Stallion Owner.

6. CULTURES: If said mare has not been cultured within 90 days of the delivery to farm, Mare Owner agrees to said mare being examined, cultured and treated, if infected, by the qualified large animal veterinarian serving Stallion Manager, before service by said stallion. Also mare owner grants permission to Stallion Manager to have aforesaid

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veterinarian treat mare for anything that would insure her well being, i.e. deworming, treatment of infections, preventative measures, colic, etc. Mare Owner also agrees to permit said veterinarian to pregnancy check mare. In the event of illness or accidental injury, Stallion Manager will make every effort to contact mare owner prior to treatment.

7. VETERINARY EXPENSES: Mare Owner hereby agrees to promptly reimburse Stallion Manager in full for any and all veterinary expenses incurred for the above mare, before the above mare leaves Stallion Manager's premises. Any other expense incurred by said mare shall be the obligation of the Mare Owner, and reimbursement is to be made to Stallion Manager in full. Any veterinary expenses paid by credit card will be subject to a 3% processing fee.

8. LIABILITY: During the time that said mare shall be in the custody of Stallion Manager, Stallion Manager and/or Stallion Owners shall not be liable for any sickness, disease, injury or death which may be suffered by mare. However, all necessary precautions will be taken to insure said mare's well being. Mare Owner shall not be liable for any injury caused to Stallion or Stallion Manager's premises while in the care and custody of Stallion Manager. HOWEVER, it is Mare Owner's duty and responsibility to warn Stallion Manager if mare has vicious propensities. If Stallion Manager is not so warned of such vicious propensities then the Mare Owner is to be held liable for any injury or damages caused by said mare.

9. REGISTRATION PAPERS: A photocopy of the mare's registration papers MUST accompany this contract and a copy emailed to RDIAMONDHALTERHORSES@GMAIL.COM Failure to email copy could result in a delay of mare getting on stallion breeding report.

10. FAILURE BY STALLION MANAGER/STALLION OWNER: Should Stallion Manager/Owner fail to, or be unable to perform this contract, for any reason not set forth above, any amount paid under provisions of Paragraph 1, shall be refunded to Mare Owner.

11. SHIPPED SEMEN: The entire breeding fee must be paid in advance of the first shipment of semen and is due before semen will be shipped. No Exceptions. Shipments of semen will be shipped to mare owner by overnight FEDEX. Shipments sent via overnight delivery (UPS, FedEx or US Mail) will be billed at the rate of \$300.00 per shipment. Any extra fees charged by FedEx for Saturday delivery or early a.m. delivery (if requested) are the responsibility of the mare owner. However, if the first shipment must be sent via Airlines, counter to counter, same day service, a fee of \$425.00 (which covers the expense of shipping by airlines and Stallion Manager's courier service expense for travel to and from the airport) is due. Semen collections picked up at the farm are billed at the rate of \$175.00 per collection.

(a). MARE INSEMINATION: Mare must be inseminated on the date of delivery. The semen may be used for the designated mare only.

(b) CONTAINER DEPOSITS: No deposits are required on Equitainers. However, Mare owner is obligated to return said container to Stallion Manager by overnight delivery within 72 hours of receipt of same. If container is not returned in said manner, Mare owner will be obligated to pay to Stallion Manager a \$200.00 late fee. If the container is not returned within 6 days of shipment, mare owner is obligated to pay Stallion Manager \$400.00 for the replacement cost of said Equitainer.

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(c) REQUESTS FOR SHIPMENT: **Mare Owner should notify Stallion Manager (by telephone) (918)851-1169 NO LATER THAN 9:30 A.M. CENTRAL TIME.** Requests for shipments received after 9:30 a.m. Eastern Time may not be processed as we begin collections promptly at 9:30 a.m. Requests for semen shipments are to be received by telephone only. **Collection days are Monday, Wednesday, Friday, and Saturday.** However, if a weekend shipment is required, it will be necessary to notify us by 5:00 p.m. Eastern Time the evening before. Saturday counter-to-counter shipments are made only if there are available flights to your region.

(d). BREEDERS CERTIFICATES: Breeders certificates will be released online after all monetary obligations by mare owner have been paid in full and a copy of Registration Papers emailed to RDIAMONDHALTERHORSES@GMAIL.COM

12. BREEDINGS PURCHASED THROUGH BREEDERS FUTURITIES: In the event this contract is a result of a breeding sold through a stallion service auction, mare owner is subject to a chute fee for this breeding. In the event of cooled transported semen, shipping fees are required in advance of each shipment. The chute fee is billed at a rate of \$300 per shipment.

13. ASSIGNMENT OF CONTRACT: In the event the mare is sold prior to foaling, this contract will transfer with the mare to the new owners. **This contract cannot be sold for the use on another mare.**

14. RETURNED CHECK POLICY: In the event Mare Owner's check is returned for insufficient funds, Mare Owner is responsible for a returned check fee in the amount of \$50.00. Reimbursement to cover said returned check and returned check fee must be made by money order, cashier's or certified check.

SIGNED AND AGREED to this ____ day of _____, 20__ . KEVIN GEORGE & R DIAMOND HALTER HORSES.

BY: _____ STALLION MANAGER

BY: _____ STALLION OWNER

By: _____ MARE OWNER

MARE OWNER INFO:

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

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SHIPPED SEMEN INFORMATION

In the event semen is to be sent to someone other than the mare owner, please provide us with the following information:

NAME OF PERSON REQUESTING SEMEN: _____

ADDRESS TO WHICH SEMEN IS TO BE SENT:

TEL. # OF PERSON REQUESTING SEMEN: _____