

# Harmony Farms

2010 BREEDING CONTRACT Check one: On Farm \_\_\_\_\_ Shipped Semen \_\_\_\_\_

This contract, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and among Harmony Farms for \_\_\_\_\_ Mare Owner or Lessee (Mare Owner).

All rights and responsibilities between the parties for the 2010 breeding season are, as follows.

1. Mare Owner agrees to breed the mare named \_\_\_\_\_, Registration # \_\_\_\_\_, Breed \_\_\_\_\_, (the Mare), to the Stallion, \_\_\_\_\_, AQHA# \_\_\_\_\_, (Stallion), during the 2010 breeding season (commencing February 1, 2010 ending on July 1, 2010).

2. Mare Owner shall pay a non-refundable booking fee of \$500.00 (US) to have mare bred to Stallion in 2010 upon signing of this contract. Mare owner shall pay the booking fee prior to receiving shipped semen or prior to leaving the mare to the Ranch.

3. Mare Owner agrees to pay for care and feeding while in the custody of Farm at rates listed below.

Mare Owner has inspected the Ranch and is satisfied with same as evidence by signing below.

#### 4. FEES: ALL FEES MUST BE PAID PRIOR TO SERVICES.

\_\_\_\_\_ Non refundable booking fee \$500.00

\_\_\_\_\_ Breeding fee remainder \_\_\_\_\_

\_\_\_\_\_ Shipped semen via Federal Express, per shipment (lower 48 states) \$250 + freight

\_\_\_\_\_ Shipped semen via Federal Express, per shipment (Canada) \$300 + freight

\_\_\_\_\_ Counter to counter airport carrier fee \$150.00

\_\_\_\_\_ Pickup semen at ranch (your container) \$150.00

\_\_\_\_\_ Purchase disposable shipping container \$45.00

\_\_\_\_\_ Foaling fee \$400.00

\_\_\_\_\_ Mare Care Dry \$16.00 per day individual care

\_\_\_\_\_ Mare care Wet \$18.00 per day individual care

\_\_\_\_\_ credit card usage fee

\_\_\_\_\_ Kentucky tax 6%

5. Mare Owner warrants that the mare is healthy, in sound breeding condition, is halter broke and registered with the breed association shown above. A current, legible copy of the mare's registration papers must be attached to, and will be part of this agreement.

6. All parties agree to diligently try to settle mare. Should Mare not settle, Mare Owner will hold agent and Ranch harmless from any resulting loss or damages. Ranch shall not be liable for any 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 respective parties to this Agreement. Also, Mare Owner agrees by signing below that Agent is authorized to consult with and obtain direction of a licensed veterinarian with regard to the care of the animal. Further, Mare Owner hereby authorizes Agent to obtain and follow a licensed veterinarian's directions with regard to the mare and fully releases and holds harmless Agent, the Ranch, their respective officers, directors, employees, agents representatives, assigns affiliated persons, and /or others acting on their behalf.

7. WARRANTY. No warranty whatsoever, express or implied, shall accompany a breeding transferred by this agreement. No guarantee of delivery of shipped semen within certain time period or guarantee that shipped semen will safely reach the insemination point or will be thawed without losing some of its integrity, quality or characteristics is given by this agreement. Breeder will send one dose of industry standard cells with appropriate information concerning progressive motility numbers at time of dispatch. Breeder is not responsible for the handling process of the semen after its departure. A second dose will be provided if available on a first order basis. All semen that is shipped by whatever method shall be fully tested and a control sample shall be maintained at the Ranch.

8. INDEMNIFICATIONS: Mare Owner shall be responsible for all acts and behavior of Mare at all times during this Agreement. In no case shall Agent, RRSI, and their respective officers, directors, employees, agents representatives, assigns affiliated persons, and /or others acting on

their behalf be liable for the acts and behavior of Mare other than in the exercise of gross negligence or willful and wanton misconduct on the part of Agent in breeding, handling and /or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Agent harmless against all damages sustained or suffered by any third person that were caused by the acts of the Mare or her foal.

9. RELEASE AND HOLD HARMLESS: Mare owner understands that every reasonable effort to ensure the safety of all animals and people will be utilized. Mare owner agrees to release and hold harmless agent, as well as stallion owner, and their respective agents, employees, representatives, assignees, affiliated persons, 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 being on the premises of Harmony Farms {unless stallion owner or Harmony Farms caused such by reckless disregard}. It is understood by all parties leaving any horse at Harmony Farms that many veterinarian procedures are performed by the experienced personnel of Harmony Farms and to this will be held harmless.

Harmony Farms and its employees will always handle your horse with the greatest care and concern to its safety.

10. This Agreement shall be construed in accordance with the laws of the Commonwealth of Kentucky and will insure to the benefit of the heirs, personal representatives, and successors and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Kentucky and to Grayson County in particular.

All venue objections are waived. Should Harmony Farms resort to legal action to enforce the terms of this agreement, Harmony Farms shall be entitled to all legal fees, cost and expenses should a dispute arise between parties.

11. This Agreement represents and constitutes the entire agreement between the parties.

This Agreement shall not be altered in writing and accompanied by the signature of both parties.

Then parties signing below represent that they are fully authorized to execute the Agreement.

12. If Stallion dies, or is sold or becomes incapable of servicing mares for any reason and Mare

has not been bred, all fees would still be due and the parties to this Agreement will be released from any further liability.

13. The Mare will not be bred to the Stallion without fully signed copy of this Agreement as well as the appropriate documentation having been received and approved agent.

14. Mare Owner understands and agrees that Ranch shall assert a lien to Kentucky state law and other applicable provisions of law. Mare will not be released from Ranch's custody until fees are paid in full.

15. LIVE FOAL GUARANTEE: Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn a return session is guaranteed for the following year with a rebreed booking fee.

\_\_\_\_\_

Mare Owners Signature Date Stallion Owners Signature Date

Credit Card information (card will be charged upon receipt of contract)

Please charge my credit card for all fees incurred in breeding my mare on Ranch or via shipped semen.

VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ Phone \_\_\_\_\_

Name of Cardholder - Print \_\_\_\_\_

Signature \_\_\_\_\_

Billing statement address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Card # \_\_\_\_\_ ExpDate \_\_\_\_\_ 3#s on back of card \_\_\_\_\_

Stallion owner or Agent Date \_\_\_\_\_ Mare Owner/

Agent Date \_\_\_\_\_

INSURANCE INFORMATION \_\_\_\_\_

Note: A Copy of Both sides of Registrations papers must accompany this Agreement

**PLEASE FORWARD ALL CONTRACTS AND PAYMENTS TO  
HARMONY FARMS 221 BLOWTOWN RD LEITCHFIELD, KY 42754  
Lab 270-230-9905 Fax 270-230-9905**