

2018 BREEDING CONTRACT

1. ENGAGEMENT OF SERVICE. Mare Owner hereby engages one service by shipped cooled semen to *Check Out My Hotrod* "Stallion" for the following Mare for the 2018

Mare's Name: _____

Registration No.: _____ Breed: _____

2. BREEDING AND BOOKING FEES. The 2018 stud fee shall be **\$850.00 USD**

This includes a nonrefundable booking fee of \$500 payable with this Agreement, which reserves in the Stallion's book for 2018 breeding for the Mare. Mare Owner agrees to pay the balance and any other fees due before any shipment of semen shall be made. DOMESTIC SHIPMENTS WILL BE \$250.00 PER SHIPMENT WHICH WILL INCLUDE COLLECTION FEE, DISPOSABLE CONTAINER & FED EX SHIPPING. Semen will be shipped by FedEx Overnight Service using Disposable Shipping containers. Shipment & Collection days are Monday, Wednesday & Friday. Each shipment will contain enough semen to inseminate one mare. One dose will be shipped. Extra doses may be sent but are not guaranteed.

3. CONDITION AND OWNERSHIP: MARE OWNER represents and warrants that the Mare is in sound breeding condition and free from disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian or other qualified and experienced person competent in and who regularly performs, equine artificial insemination. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the Mare's certificate of registration reflecting the ownership of the Mare shall be submitted with this Agreement together with the completed ATTACHMENT. If the MARE OWNER is a lessee of the Mare, then MARE OWNER SHALL submit the lease agreement or other document reflecting recognition by the applicable breed registration of

that lease. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled semen. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of *Scott Kesney/LPH* under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. If multiple shipments of semen are requested, *Scott Kesney/LPH* in its sole discretion may refuse to ship semen if *Scott Kesney/LPH* believes the insemination is not proper or the Mare is not healthy.

4. LIVE FOAL GUARANTEE. The MARE OWNER is guaranteed one "live foal," meaning a foal which stands, nurses, and lives for 24 hours. If the Mare proves barren, aborts her foal, or the foal is stillborn, a re-breed will be provided for the subsequent year ONLY, upon the payment of a rebreed fee of \$ 250.00 (plus shipping and collection) and when proper notification is provided. Proper notification shall be written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE. The live foal guarantee is provided only for the 2018 Breeding Season and shall be void if the Mare is sold prior to foaling, or upon the failure of MARE OWNER to comply with the instructions or terms provided in this Agreement.

5. MULTIPLE FOALS. The payments provided in paragraph 2 are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without such additional payment.

6. SUBSTITUTION. If the Stallion dies, or becomes unfit for service prior to settling the Mare, then this Agreement shall terminate, and the Breeding Fee (not including the Booking Fee and any other expenses incurred by *Scott Kesney/LPH* to date) shall be refunded to the MARE OWNER if no frozen semen is available. Additional charges may apply for shipment of frozen semen. If the Mare dies before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.

7. BREEDER'S CERTIFICATE. Upon notification of birth of a live foal, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue a breeder's certificate to the MARE OWNER.

8. WARRANTIES. NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.

9. AGREEMENT. This Agreement: a) may neither be assigned nor transferred in any manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Florida; f) all actions concerning this Agreement shall be instituted in the Circuit Court or County Court of Washington County, Florida, or in the United States District Court for the Northern District of Florida, Panama City Division, and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; and g) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance; of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

10. BINDING EFFECT. This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare) ; and b) STALLION OWNER accepts and so notifies MARE OWNER.

Signature of MARE OWNER ("MARE OWNER")

Printed Name of MARE OWNER, Lessee, or Agent

Accepted this _____ day of _____, 2018

Scott Kesney ("STALLION OWNER")

SHIPPED SEMEN INFORMATION:

Collection days are Monday, Wednesday, and Friday. Semen orders must be placed by 9:00 *AM EST* the day of collection. Please contact *Carolyn LaRose* at 904-226-8483

Please do not message us via Facebook or Text Message

ONLY ONE DISCOUNT APPLIES

OHIO QUARTER HORSE RESERVE OR CONGRESS CHAMPION/APHA WORLD OR RESERVE WORLD CHAMPION/NSBA WORLD CHAMPION	\$ 350.00
AQHA/APHA WORLD CHAMPION/NSBA WORLD CHAMPION	\$350.00
AQHA/APHA/SUPERIOR EARNER/PRODUCER	\$300.00
MARE OR MARE PRODUCING OVER \$ 5,000.00 IN EARNINGS (VERIFIED BY EQUISTAT)	\$ 200.00

YOU MAY MAIL THIS CONTRACT TO

*LaRose Performance Horses
3105 CR 121
Jacksonville, FL32234*

CLIENT INFORMATION SHEET

OWNER'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PROVIDENCE: _____

PHONE: _____

EMAIL: _____

MARE'S NAME: _____

REGISTRATION NO: _____

AQHA _____ APHA _____ OTHER: _____

SEMEN SHIPMENT INFORMATION:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PROVIDENCE: _____

CREDIT CARD INFORMATION

C. C. INFORMATION MUST BE ON FILE. ALL FUNDS ARE IN US DOLLARS. A 4% CREDIT CARD FEE IS APPLIED TO ALL CHARGES

VISA _____ MC _____ AX _____ PAY PAL _____

CREDIT CARD NO: _____ EXP: _____

SECURITY CODE: _____

NAME ON CARD: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PROVIDENCE: _____