

Breeding Contract for Shipped Semen

I, _____
(Hereinafter called the "Client") hereby request to breed the Mare named below to the Stallion, **Pack Me A Bug**, AQHA #3972422, standing at Mason Performance Horses, Inc. ("Mason") in Mt. Washington, KY for the 2010 breeding season on the following terms:

Stud Fee: Seven Hundred and Fifty Dollars (\$750.00) payable to Mason Performance Horses, Inc ("Stallion Owner"); this Stud Fee includes a Two Hundred Dollar (\$200.00) non refundable Booking Fee.

Chute Fee: Two Hundred and Fifty Dollars \$(250.00) payable to Dr. Richard L. Griffin, DVM ("Griffin"). The Stud Fee and the Chute Fee must be paid in full before the first shipment.

Collection Fee: One Hundred and Fifty Dollars (\$150.00) will be charged per collection, payable to Griffin. However the initial collection fee is included with the first shipment at no charge. The Client is responsible for all FedEx or UPS charges. Should the semen be certified non-viable by the attending veterinarian upon arrival, the Client will be entitled to a replacement shipment.

The client represents and warrants that the Mare to be bred is healthy and in sound breeding condition. If registered, a photocopy of both sides of the Mare's registration papers must be furnished and returned with this Contract.

Requests for semen should be made to Griffin at least 24 hours prior to collection. Semen will be collected daily. Shipping is by either FEDEX or UPS.

Shipping Containers: Equitainers are available from Mason for a rental fee of Forty Dollars (\$40.00) plus a refundable deposit of Three Hundred Dollars (\$300.00). The Equitainer should be returned to Mason within Three (3) days of the last insemination. The deposit will be refunded to the Client within One (1) week upon return of the Equitainer or upon notification of the Mare's pregnancy. Disposable Containers, which do not have to be returned, are also available for purchase for Fifty Dollars (\$50.00) each.

Live Foal Guarantee: If the Mare does not produce a "Live Foal" (a foal that stands and nurses), the Client is entitled to breed the same mare again during the same or next breeding season with no additional Stud Fee. This right for a re-breed is nontransferable and non-assignable, unless approved by Griffin and the Stallion Owner. Requests for such re-breeds must be made to Griffin and accompanied by a statement from a licensed veterinarian verifying the facts. The Client will be responsible for any collection/shipping fees and deposits. It is recommended that the Client give three vaccinations of Pneumabort-K to the pregnant Mare during the 5th, 7th, and 9th months of gestation.

Registration: A Breeder's Certificate will be issued to the Client for a foal when Griffin and Stallion Owner have been notified of a live foal and all fees and expenses have been received and paid in full.

The Client agrees that Griffin and Stallion Owner have not made and do not make and representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. **GRIFFIN AND STALLION OWNER MAKE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

The Client acknowledges that this Contract is made and shall be entirely performed within the State of Kentucky, and shall be construed and enforced under the laws of The State of Kentucky.

This Contract shall be binding upon the parties hereto upon execution hereof and the same may not be altered or amended, except by written consent of the parties hereto.

The Client certifies that he/she is the sole owner of the Mare or has full authority to enter into this Contract on behalf of the owner(s).

Name of Mare (please print)

Year Foaled

AQHA # or APHA

Projected 2010 Breeding Date

Signature: _____ Date: _____

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____

Semen is shipped to:

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone #: _____

Evening Phone #: _____

Accepted and approved by: _____ Date: _____

Mason Performance Horses, Inc
By John and/or Cindy Mason