

MAN ABOUT VEGAZ VA

BREEDING CONTRACT

THIS AGREEMENT made and entered into this _____ day of _____, 23____, by and between, Select Show Horses, hereinafter referred to as "SSH" as agent for owners William and Janell Voss and _____, hereinafter referred to as "Customer."

Customer agrees to purchase (number) _____ breeding(s) to the stallion,

MAN ABOUT VEGAZ VA (Vegaz x Moonbeam DGL)
2009 Bay Arabian Stallion

for the fee of \$ _____ per breeding for a total of \$ _____

The breeding(s) is/are to be used by the conclusion of the (year) _____ breeding season unless other arrangements are agreed upon and made in writing by SSH and Customer. The breeding(s) is/are non-transferable unless transfer is expressly approved in writing by SSH and as such Customer agrees to use any semen transported to Customer or Customer's agent for the sole purpose of impregnating the mare(s) named in conjunction with this agreement. The availability of semen shall be determined by SSH in its sole discretion, and may be fresh or frozen depending on Stallion's show schedule. Customer understands and accepts the terms of this Agreement. Customer understands that no semen will be provided for Customer until this contract is signed and returned to SSH and the fees outlined below are paid in full. All payments may be made via cash, cleared check, or credit card. Credit card charges will include a transaction fee equal to 4% of the amount charged. A credit card must be placed on file at the time of execution of this agreement, to cover shipping costs, collection and handling fees. Customer agrees that SSH may provide Customer's card information to Janssen Veterinary Clinic or such other provider as may be involved in the collection and shipping of semen.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. STUD FEE. Fifteen percent of the stud fee is a nonrefundable booking fee. No semen will be collected shipped to Customer until the Stud Fee has been paid in full.

2. COLLECTION FEE. A collection fee of \$300.00 will be charged per collection of semen, regardless of whether semen shipped is fresh or frozen. The collection fee will be charged to credit card on file before semen will be inseminated into an on-site mare or shipped on behalf of Customer.

3. HANDLING FEE. Regardless of whether semen shipped is fresh or frozen, the Customer will pay a non-refundable one-time handling fee of \$250.00 per mare per breeding season prior to the first shipment of semen. No semen will be collected on behalf of a customer until the Handling Fee has been paid in full.

4. DONOR MARE PERMIT. Customer acknowledges the need for and is responsible for obtaining a valid donor mare permit from the Arabian Horse Association (AHA) for any purebred mare Customer plans to use as a donor mare for embryo transfer prior to time any embryo is harvested. Failure to do so, while not having any effect on this Breeding Agreement, may result in a penalty from AHA.

5. BREEDING METHOD. (Check one). Customer plans to breed mare with:

Transported Semen (Customer may disregard Section 7)

Delivery of mare to SSH for on-site Artificial Insemination (Customer may disregard Section 6)

6. TRANSPORTED SEMEN.

a. Transportation fees. Customer is responsible for all transportation fees involved with the transporting of semen shipped on Customer's behalf.

i. Federal Express will be the normal and standard courier for overnight shipments. SSH or McDavitt Veterinary Clinic will use the Customer's Fed-Ex account number or Customer's credit card number supplied on the last page of this agreement for payment of semen shipment. If any additional shipping expenses are incurred by SSH, SSH reserves the right to use the Customer's credit card on the last page of this agreement for reimbursement of such expenses.

ii. If it is necessary for semen to be shipped counter to counter via commercial airlines, SSH will in most instances use a commercial courier for transportation of the semen from SSH to the airport, and that courier fee will be passed on to Customer. SSH reserves the right to use the Customer's credit card on the last page of this agreement for payment of all transportation charges, including those billed directly to SSH.

b. Semen Requests.

- i. SSH collects semen as required, on a first come, first served basis, or may use previously collected frozen semen, at its option.
- ii. Customer should notify SSH by telephone 48 hours prior to the day on which shipment of semen is desired.
- iii. Customer should notify SSH by telephone as early as possible on the day the semen needs to be shipped.
- iv. If the semen needs to arrive on a Saturday, it should be requested by telephone as early as possible on Friday morning.
- v. If the semen needs to arrive on a Monday, it will be necessary to ship the semen counter to counter using the commercial airlines. All flights depart from the Indianapolis International Airport.
- vi. SSH will do everything possible to supply Customer's mare with semen as needed, but Customer understands and agrees that SSH may not be able to accommodate requests made without some advance notice or made too late in the day to arrange collection and shipping.

c. Semen Shipment Container Liability. All semen shall be transported to the Customer in a container provided by SSH. Customer will be charged a \$20 deposit, and will be responsible for the quick return of this container. If a container is not returned within 5 working days from receipt at the shipping destination requested by Customer, Customer's account will be charged a late fee of \$25.00/day for a maximum of ten days.

d. Collection and shipment of semen is typically handled by McDavitt Veterinary Clinic, located at 9944E State Rd 32, Zionsville, IN 46077 Phone: 317-769-6094. In the event Customer needs to inquire about shipping number or any other aspects of shipment, Customer should call the Veterinary Clinic, not SSH.

7. ON-SITE ARTIFICIAL INSEMINATION. If mare is to be bred on site, Customer hereby contracts SSH board and care services to be rendered at SSH, Sheridan, IN subject to the terms of the SSH Boarding Contract and at the prices listed on SSH's then current price sheet. All boarding fees are subject to change with a thirty (30) days written notice. Transportation of mare to and from SSH is responsibility of Customer. Please note that payment for all veterinary and any farrier services performed for the benefit of the mare while she is on SSH premises will be the responsibility of Customer and will be billed directly to Customer by the care provider, or directly billed at cost by SSH.

- a. Customer warrants the mare is free from all communicable diseases upon delivery to SSH. Upon arrival to SSH all mares should be accompanied by a negative Coggins verification and a health papers indicating current vaccinations for Equine Influenza, Tetanus, Strangles, Sleeping Sickness, Rhinopneumonitis, and West Nile Virus. If the horse arrives without records of all required vaccinations, SSH may at its option, not

accept the mare or, provide the vaccinations and necessary tests, all at the Customer's expense.

b. Customer authorizes SSH to have a qualified veterinarian check the mare for existence or non-existence of normal breeding conditions, and to perform such other veterinary services as deemed necessary for the proper treatment and protection of the mare. The veterinarian shall be allowed to provide reproductive services for the mare, including but not limited to ultrasound, palpation, and artificial insemination. Charges for all such services will be billed directly to the customer from the veterinarian.

c. May McDavitt Veterinary Clinic use medications to bring mare in or out of heat?

_____ Yes _____ No

d. SSH and its affiliates, agents, and employees shall not be liable for any sickness, theft, death or injury that may be suffered by the mare while in SSH's custody, nor for any other loss, damages or injury arising out of or connected with breeding or boarding or other services performed pursuant to this Contract, except as is required by law. Customer fully understands and assumes the special risks inherent in breeding horses and acknowledges mortality and other insurance is solely Customer's responsibility. Customer agrees to indemnify and hold SSH harmless from any claim to damages, illness or injury caused by mare, and agrees to pay all expenses and attorney fees incurred by SSH in defending any such claims.

8. SUBSTITUTIONS. This breeding is not transferable to another person.

a. Should the mare named in conjunction with this contract die before or after breeding or become unfit for breeding, Customer may substitute another mare, subject to approval of the substitute mare by SSH.

b. If the stallion dies or becomes unfit for breeding, the mare owner will be due a refund of the Stud Fee, less the 15% booking fee. Collection fees, handling fees and shipping costs are not refundable.

9. LIVE FOAL GUARANTEE. In the event the mare does not conceive or fails to deliver a live foal, the owner has the right to a return breeding for the mare during the following season. "Live foal" means one that stands and nurses without assistance for 24 hours. Death of the foal prior to qualification as a "live foal" must be certified in writing by a licensed veterinarian within one week of death and delivered to SSH within thirty (30) days of death in order to qualify for the rebreeding rights referred to heretofore. The re-breeding in the circumstance shall be made available at no additional stud fee or re-breed fee, but all other fees will apply. If after two

consecutive breeding seasons a live foal is not produced, additional re-breeding shall be at the discretion of SSH and stallion's owner, and may require a \$500 re-breeding fee.

10. BILLING. All bills from SSH are due and payable in full by the 5th of the month. If not paid by the 15th in full, a \$50.00 late charge will be assessed and thereafter 1.5% per month interest shall be charged upon the amount due until fully paid. Charges for on-site mares will be made according to the then current PRICE LIST which may be changed upon thirty (30) days written notice.

11. LIEN AND PROHIBITION OF REGISTRATION. Customer agrees that any and all outstanding balances due for board, mare care, inseminations, miscellaneous breeding charges, veterinary care, farrier work and all other fees, charges and expenses pursuant to this contract shall be paid prior to SSH's release of the mare. Customer grants SSH a lien upon and security interest in the mare and/or the foal produced by this breeding to secure payment of all obligations and amounts due under this contract. If at any time, the Customer's balance is unpaid for thirty (30) days or more, or Customer is otherwise in default of this or any other contract with SSH or any of its affiliates, SSH may, withhold the Sire Owner signature from the registration application for the resulting foal, and/or withhold the Transported/Stored Semen Service Certificate that is required for registering the foal with AHA, and will notify AHA that no such signatures will be forthcoming until the balance(s) due is/are paid. Stallion owner will provide Transported/ Stored Semen Service Certificate to mare owner at the end of the calendar year in which a live foal is produced.

12. LIMITATIONS OF LIABILITY AND INDEMNIFICATION. ALL IMPLIED WARRANTIES, INCLUDING FITNESS, MERCHANTABILITY OR OTHERWISE, AND ALL SPECIAL, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, to full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the service, which underlies the Customer's complaint.

13. ACCEPTANCE. This Contract is not effective until approved and executed by SSH, which reserves the right to reject any horse at its sole discretion, and to return any unruly horse at customer's expense.

14. TERMINATION AND WAIVER. All services and programs are subject to availability. SSH reserves the right to discontinue any of the aforementioned programs or services upon thirty (30) days written notice, except in the event of a default or as provided hereinabove.

15. ENTIRE AGREEMENT: CONSTRUCTION; JURISDICTION; ATTORNEY FEES. This Contract contains the entire understanding of the parties concerning its matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of this Contract. The invalidity or unenforceability of any one provision of this contract in no way affects the validity or enforceability of the remainder. This Contract shall be construed and governed by Laws of Indiana. At SSH's option, jurisdiction and venue for all disputes concerned with this Contract shall be proper only in Hamilton County, Indiana. If a lawsuit is filed with respect to this Contract, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs for such suit.

16. PLEASE SUPPLY THE FOLLOWING INFORMATION FOR FACILITATION OF SERVICES

AND SEMEN SHIPMENT. Please print clearly.

Mare owner/lessee: _____

Address: _____

Address: _____

Telephone: _____ Fax: _____

Cell: _____ E-Mail: _____

FED-EX #: _____

CREDIT CARD INFO: ___ Visa ___ Master Card CARD SC: _____

Account # _____ Exp Date _____

Billing address: _____

Name as it appears on card: _____

Signature for authorization: _____

Ship semen to: _____

Telephone for shipment locale: _____

Airport to be used for Counter-to-Counter shipments: _____

Will Saturday shipments go to a different location? If so, please advise _____

Please list registered names of mare(s) to be bred. Use as many mare slots as breedings purchased. Attach an additional sheet for mare listings if needed.

Mare Name: _____; Breed: _____ Registration #: _____

Mare Name: _____; Breed: _____ Registration #: _____

Mare Name: _____; Breed: _____ Registration #: _____

Mare Owner/Owner Agent Date

SSH Representative _____ Date _____

SELECT SHOW HORSES
Kellie Wendling and Dalton Budd
25109 Six Points Road
Sheridan, IN 46033
Kellie: 317-532-1326
Dalton: 517-281-5271