

FRITZ LEEMAN FARM
13820 Kimmens Road, Massillon, OH 44647
Barn- (330) 837-8501
Fax- (330) 337-8598

ON FARM BREEDING CONTRACT

1. This STALLION BREEDING CONTRACT for the breeding season of 20____, is made and entered into on this____ day of _____ 20____, by and between FRITZ LEEMAN FARM, hereinafter designated Breeder, and _____, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, Reg. No. _____ to the stallion WILLY BE INVITED, Reg. No.3697049 for the fee of \$1500.00 for a live foal, subject to the following conditions:

2. Stallion Service: Mare Owner hereby agrees to purchase from Stallion Owner a stallion service for the specified mare. The Mare Information Sheet is incorporated herein by reference, and the information provided therein constitutes a material inducement for the parties to enter into this contract.

3. Stud Fee. Mare Owner shall pay Stallion Owner a stud fee in the amount of \$1500.00 Dollars payable as follows:

Booking Fee: \$250.00 due upon acceptance of this agreement

Balance: \$1250.00 due when mare leaves the breeding farm

4. Breeding Management. The stallion shall stand for service with Breeding Manager for the entire breeding season commencing on or about February 1 and ending June 30 of the applicable calendar year. The season may be extended only due to special circumstances and by mutual agreement of the parties.

Breeding Manager shall exercise due diligence to breed the mare and to facilitate conception. Breeding Manager is authorized to consult with the farm veterinarian and to exercise his business judgment regarding acceptable breeding techniques in the ordinary course of business. Any special care or non-routine procedures (e.g., Caslicks) as may be required for the mare must be approved by Breeding Manager and may be subject to additional charges.

The parties acknowledge that many variables (e.g., age, breeding history, breeding condition, nutrition, exposure to disease, and overall state of health) may affect breeding soundness of the mare and are beyond the control of Stallion Owner and Breeding Manager. Mare Owner accepts the sole risk for infertility and waives any claim for failure of conception or inability of the mare to produce a live foal as a material condition of this contract

5. Condition of mare. Mare Owner represents and warrants that upon delivery to the breeding farm the mare shall be in sound breeding condition and free from infection and disease. Furthermore, the mare shall be broke to halter and shall have a suitable disposition for routine handling. Breeding Manager, in his sole discretion, may reject any mare, which is determined to be unsound for breeding or unfit for handling. In such event, Mare Owner may provide a substitute mare, which satisfies the conditions of the contract.

6. Mare Care. Breeding Manager shall be responsible for routine board and mare care (including nursing foals, if applicable) including feed, bedding, exercise, and health care (e.g., vaccination, worming, teeth floating, and hoof care). Mare Owner authorizes Breeding Manager to engage the services of a veterinarian and farrier to meet the mare's care requirements according to the judgment of Breeding Manager. Breeding Manager shall be entitled to compensation for board and mare care according to the farm's following schedule of charges: \$ 16.00 per day for dry mare; \$18.00 per day for wet mare. Mare Owner shall be responsible for payment of charges to be invoiced on a monthly basis. All charges shall be paid in full when the mare leaves the breeding farm. Breeding Manager shall use his discretion in obtaining Mare Owner's consent in the event of an extraordinary expense, which is not encountered in the routine course of business.

In the event of an emergency, Mare Owner authorizes Breeding Manager to exercise his best judgment to secure proper care pending instruction from the Mare Owner. Breeding Manager shall contact Mare Owner (and the insurer, if applicable) as soon as practicable regarding further care instruction. Pending further instruction, Breeding Manager is authorized to give foremost consideration to the preservation of the well being of the affected animal including an unborn foal, if applicable.

Mare Owner accepts the exclusive risk of loss associated with any adverse condition, disease, injury, or death resulting to the mare or foal, which is not the result of a negligent act or omission of Breeding Manager and his employees. In no event shall Stallion Owner be responsible for the care or condition of the mare since custody and control remains with the Breeding Manager.

7. Live Foal Condition. A live foal means a foal which is able to A) stand, and B) nurse unassisted regardless of the condition of the mare. In the event that the mare fails to produce a live foal from this breeding service (e.g., failure to conceive, abortion, stillborn foal), Mare Owner may return the mare for additional stallion service with no additional stud fee for a period not to exceed the following two (2) successive breeding seasons until a live foal is produced. In order to exercise return privileges, Mare Owner shall at Mare Owner's expense provide written certification from the attending veterinarian regarding the failure of produce within seven (7) days from such occurrence. Time is of the essence. The certification must provide a description of the general condition of the mare and of the nonviable foal and the veterinarian's opinion regarding the cause of the occurrence. Return privileges will be declined if the mare was not receiving adequate care and nutrition during the pregnancy.

8. Serviceability. In the event that the stallion becomes disabled or not serviceable prior to conception by the mare, Mare Owner shall be entitled to a refund of the entire stud fee; provided however, Mare Owner shall not be entitled to a refund for costs associated with board and mare care.

9. Nonpayment. In the event that Mare Owner defaults in payment of the stud fee or costs associated with board and mare care, Stallion Owner and Breeding Manager may assert lien rights and pursue all remedies available pursuant to Ohio law. Furthermore, Stallion Owner is excused from the duty to provide a breeder's certificate pending payment in full of all fees and costs.

10. Breeders' Certificate: Stallion Owner shall perform all duties pursuant to the rules of the American Quarter Horse Association which shall include stallion nomination to the AQHA incentive fund. Stallion Owner shall issue a breeding certification as soon as practicable after receipt of notice that the mare has produced a live foal.

11. Assignability. This contract is personal in nature and may not be assigned by any party without written consent of all parties. Furthermore, the stallion service is conditioned upon **Stallion Owner's** approval of the mare or any substituted mare and may reject the mare if according to his good faith judgment there are reasons which justify such rejection (e.g., deformity, genetic hup, in-breeding. etc.)

12. Waivers and Limitation of Remedies. In consideration of the mutual agreements set forth herein, **Stallion Owner** or **Breeding Manager** are not responsible for consequential damages or incidental damages incurred by Mare Owner regardless of cause.

13. Independent Status. The parties of this contract acknowledge that **Stallion Owner, Breeder Manager, and Mare Owner** are independent contracting parties that neither party shall be construed to be the agent or employee of any other party.

Intending to be legally bound, parties have hereunto set their hands.

Date _____

Breeding Manager

Date _____

Mare Owner