

SONNYS HOT JAZZ 2008 BREEDING CONTRACT

This contract is made and entered into this _____ day of _____, 200__ by and among the undersigned _____, Agent ("Agent") for Saddlelake Breeding Services, LLC ("Stallion Owner") and _____, Mare Owner or Lessee ("Mare Owner"). This contract sets forth all rights and responsibilities of the parties for the 2008 breeding season.

1. **Breeding Privilege.** Mare Owner agrees to breed the mare registered as _____, Registration # _____, Breed Association _____, ("Mare") to the stallion, SONNYS HOT JAZZ, AQHA registration 3086016, ("Stallion"), during the 2008 breeding season, commencing January 15, 2008 and ending June 15, 2008.
2. **Booking and Breeding Fees.** Upon signing, Mare Owner agrees to pay a non-refundable booking fee of \$300.00 USD to reserve a breeding to Stallion for the breeding season 2008. This booking fee may not be transferred to another mare owner or to a later breeding season. Mare Owner agrees to pay the entire remaining breeding fee of \$1200.00 USD (less any approved discounts _____, see fee schedule) prior to delivery of mare to farm or any shipment of semen. Collection fee for the first collection is included in the breeding fee. An additional collection fee of \$200 must be paid for each additional collection.
3. **Mare Condition, Registration and Ownership.** Mare Owner warrants that the mare is in healthy breeding condition and is registered with a recognized breed association as noted above and that the Mare Owner is the current owner or Lessee of record for Mare. Mare Owner also warrants that registration papers and/or lease agreements for Mare are up-to-date and accurate and show Mare Owner to be current owner or lessee of Mare. A current copy of the mare's registration papers and/or a fully executed lessee agreement from the Mare's breed association must be attached to this contract. In the case of maiden or barren mares, a negative uterine culture will be required.
4. **Waiver of Liability.** Both parties agree to diligently try to settle Mare. If Mare does not settle, Mare Owner will hold Stallion Owner harmless from any loss or damage. Neither Stallion Owner nor its contracted breeding farm are liable for an injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Neither is Mare Owner liable for any injury, sickness, disease or death of Stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties.
5. **Live Foal Guarantee ("LFG").** Stallion Owner provides a limited guarantee that a single Live Foal will result from the breeding privilege granted herein. The term "Live Foal" means that one foal stands alone, nurses and lives for twenty four (24) hours. If a Live Foal does not result from the breeding, the Mare Owner will be entitled to rebreed Mare to Stallion in the 2009 breeding season. Unless approved by Stallion Owner in writing, the LFG shall be void and Stallion Owner will be released from liability if Mare is sold prior to foaling. Contractual privity can only be extended by Stallion Owner in writing. The LFG will become void if the following conditions are not met:
 - a. Mare Owner must notify Stallion Owner with forty-eight (48) hours of foaling that the mare did not produce a live foal and
 - b. Within fourteen (14) days after Mare Owner's notice to Stallion Owner, the Mare Owner certifies to Stallion Owner that the birth was properly attended and also provides proof of proper administration of Pneumabort-K® or Prodigy® vaccine in the 5th, 7th and 9th months of gestation, and also produces a statement from a licensed veterinarian stating details explaining the failure of the mare to produce a live foal.
6. **Certificate and Substitutions.** Stallion Owner will issue a breeding certificate upon notification of birth of foal. All charges must be paid in full prior to issuance. Mare Owner shall not sell gift, donate, or assign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from its obligations. A breeding certificate shall be issued only for mare appearing on this Agreement.
7. **Multiple Foals.** Should more than one embryo or foal result from a breeding, Mare Owner must pay an additional breeding fee for each additional embryo with ninety (90) days of the last breeding in order to receive a breeding certificate for additional foals.
8. **Warranty.** No warranties whatsoever, express or implied, shall accompany a breeding transferred by this agreement. No guarantee of delivery of shipped semen within a 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 will be given.
9. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.
10. **Amendment.** This Agreement cannot be amended except in writing and signed by both parties.
11. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Kentucky and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Kentucky. All objections as to venue are waived. The prevailing party shall be entitled to all legal fees, costs and expenses should a dispute arise between the parties.
12. **Proper Parties.** The parties signing below represent that they are fully authorized to execute this Agreement.
13. **Death or Sale of Stallion.** If Stallion dies, is sold or becomes incapable of servicing mares for any reason and Mare has not achieved a pregnancy, this Agreement will become null and void and Stallion Owner may choose to refund one half the Breeding Fee less any fees incurred to that date, or provide the service of another stallion owned or leased by Stallion Owner, at his sole discretion. The LFG provided herein becomes null and void upon death or incapacity of Stallion.
14. **Death of Mare.** If Mare dies or becomes unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute mare, owned by or leased to Mare Owner, to Stallion. In this event, a transfer of the breeding may be permitted with the written approval of Stallion Owner. No refunds shall be issued.
15. **Miscellaneous Provisions**
 - a. The Mare will not be bred to the Stallion without a fully signed copy of this Agreement and the appropriate addenda received and approved by Stallion Owner or Agent.
 - b. Mares that fail to settle within said breeding season shall be carried over to the following year only if Mare Owner has attempted to breed mare for at least three cycles or if less than three, as many cycles as were available to breed after the mare foaled and prior to the end of the season. If Mare is to be carried over, Mare Owner agrees to pay for all 2008 expenses in full by July 31, 2008. Mare Owner further agrees to pay the 2009 booking fee in effect at that time and must do so before the 2009 book closes. At Stallion Owners sole discretion, Mare may be required to be brought to the breeding farm if mare has failed to settle after three breeding cycles.

Owner or Lessee Name _____ Address _____
 Phone _____ Alternate Phone _____ City _____ State _____ Zip _____

Approved this ___ day of _____, 200__.

 Stallion Owner or Agent Date Mare Owner/Recorded Lessee/Agent Date

Paperwork and Payments to:
 Saddlelake Breeding Services LLC
 Missy Jo Hollingsworth and Geri Coyle
 2369 Nelson Rd., Melbourne, KY 41059
 Office: 859 635-3773 Fax: 859 694-3160
 Cell: 859 750-7568, 859 380-0257

Collection and shipment inquires to:
 Bridlewood Farm
 Barbara Schmidt, D.V.M., P.S.C.
 11698 Hwy. 42, Union, KY 41091
 Office: 859 485-6000 Fax: 859 485-4567

SONNYS HOT JAZZ 2008 BREEDING CONTRACT

Addendum A – Terms and Conditions for Shipped Cooled Semen

This addendum is executed in conjunction with the 2008 Breeding Contract for the Stallion, Sonnys Hot Jazz, AQHA #3086016, and the Mare,

_____, executed on _____. The following are Terms and Conditions for shipping cooled semen to the Mare from the Stallion via fresh cooled semen as contracted by Stallion Owner's Agent ("SOA"):

1. All Breeding Fees, booking fees and all other outstanding balances due must be paid in full to Saddlelake Breeding Services LLC prior to the first shipment of semen.
2. Mare Owner must provide credit card (Visa or Mastercard) authorization for shipping fees.
3. SOA will use its best efforts to provide shipped cooled semen on standard shipping days when requested twenty-four (24) hours in advance of shipping. However, a contract for cooled semen does not guarantee that semen will be available on the day requested. Mare Owner agrees to provide twenty-four (24) hour notice prior to 9:00 a.m. on the collection date. Shipping days are Monday, Wednesday, and Friday, excluding holidays. Requests will be filled in the order in which they are received, but with the following order of preference: Mares ordering semen for the first time in a cycle will be given preference over mares ordering a second or third time in a cycle; Mare Owners giving 24 hour notice and Mares bred to Stallion on the Farm shall have priority status for semen. Orders for counter-to-counter shipments received after 2:00 p.m. EST on the day preceding collection cannot be guaranteed. Mare Owner will be responsible for shipping charges for cancellations received after a shipment has been sent.
4. Shipping Fees include courier charges to airport for counter-to-counter shipments only if notification has been received by the time specified above. Courier charges of \$75-\$100 may be incurred upon late notification.
5. Shipments for multiple mares shipping to the same location, for which the SOA is notified in advance of collection and which can be packaged to ship in one container are eligible for discounted shipping fees.
6. Mare Owner may pick up semen at Farm. No shipping fees shall be charged.
7. Mare Owner certifies that SOA is obligated to transport cooled semen to the address of record which has been provided in writing on the information form contained herein by Mare Owner prior to any shipment. All shipments will be shipped to the address provided, unless otherwise specified in writing and confirmed.
8. Mare Owner certifies that the address provided for shipment is a suitable facility for the artificial insemination of Mare contracted to be bred. SOA may refuse to make repeated shipments if the shipments (as deemed by SOA) will not reasonably lead to the successful insemination of the Mare as contracted. Further, Mare Owner warrants that only the Mare who is the subject of the breeding contract shall be inseminated by the shipped cooled semen of Stallion.
9. Mare Owner agrees to comply with all breed association requirements concerning the use and handling of Transported Cooled Semen. Mare Owner shall promptly send copies of the Collection/Insemination Certificate to the breed associations and to Stallion Owner. For AQHA registered mares, the parties further agree to strictly abide by Rule 209 as contained in the AQHA Official Handbook or as modified and amended from time to time by the AQHA.
10. The parties agree that the obligations of performance by Stallion Owner or SOA shall be met when the cooled semen shipment is accepted by the company providing transport of the container. SOA will assist Mare Owner in requesting from the transport company but will not be liable for any fees or charges requested to be refunded. The parties agree that risk of loss transfers to the Mare Owner upon transfer to the transport company. Each shipment will be insured for the cost of the container only. If Mare Owner wishes to purchase additional insurance, they may do so at their own expense in advance of shipping.
11. Stallion Owner and Mare Owner shall execute a "Transported Semen Breeders Certificate" and shall comply with any parentage verification as required by the appropriate breed associations. Parent verification is Mare Owner's expense.
12. This agreement is limited to the 2008 breeding season.

Stallion Owner or Agent

Date

Mare Owner/Recorded Lessee/Agent

Date

Paperwork and Payments to:

Saddlelake Breeding Services LLC
Missy Jo Hollingsworth and Geri Coyle
2369 Nelson Rd., Melbourne, KY 41059
Office: 859 635-3773 Fax: 859 694-3160
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