

PERPETUAL SENSATION STALLION SERVICE CONTRACT

GRIFFEY EQUINE CENTER, INC.
975 Putnam Road, S.W.
Pataskala, OH 43062
Barn 740-964-9131 Cell 614-208-3266

This contract, made and entered into this ____ day of _____, 200__, by and among Griffey Equine Center, Inc. Agent ("Agent" or "Farm") for Rick and Terri Heffelfinger ("Stallion Owner") and _____ Mare Owner or Lessee ("Mare Owner"). All rights and responsibilities between the parties for the 200__ breeding season are set forth in this contract.

- Breeding Privilege.** Mare Owner agrees to breed the mare named _____, Registration # _____, Breed _____, (the "Mare"), to the Stallion, **Perpetual Sensation, AQHA # 4745624** ("Stallion"), during the 200__ breeding season (commencing February 1, 200__ and ending on June 1, 200__.)
- Stallion Service Fee.** Mare Owner agrees to pay a Stallion Service Fee of \$_____ (US) of which \$250.00 deemed as the booking fee is payable with this contract and is non-refundable. Mare Owner agrees to pay the Stallion Service Fee prior to the first shipment of semen or prior to delivering the mare to the farm.
- Board & Invoicing Procedures.** Mare Owner agrees to pay for care and feeding while in the custody of Farm at \$14.00 per day for dry mares and \$16.00 per day for wet mares. A foaling fee of \$300.00 shall be charged if mare delivers a foal at the Farm. Mare owner has inspected the Farm and is satisfied with same as evidenced by signing below. The Mare Owner agrees to pay all boarding and veterinary expenses incurred by the Mare and/or foal while under the care of the Farm, and these expenses are due and payable on or before 15 days after the date of the invoice. Invoices shall be sent on a monthly basis. The Farm may charge the Mare Owner interest calculated at a monthly rate of 1 1/2% for any invoiced expenses and fees not received by the Farm on or before the due date. The Mare will not be released until the Stallion Service Fee, veterinary invoices, boarding invoices and any other related charges incurred on behalf of the Mare have been paid to the Farm in full. Mare Owner understands and agrees that Farm shall assert a lien pursuant to Ohio Revised Code Title XIII Chapter 1311 et. seq., and other applicable provisions of law. Mare will not be released from Farm's custody until all fees are paid in full.
- Mare Condition, Registration and Ownership.** Mare Owner warrants that the mare is healthy, in sound breeding condition, is halter broke and registered with the breed association shown above. A current, legible copy of the mare's registration papers must be attached to, and will become a part of, this Agreement. Mare Owner warrants registration papers are accurate. Agent may require a negative uterine culture or cytology with sensitivity test if mare is maiden and/or barren. **If the mare is to be bred at the Farm, then a health certificate indicating all current vaccinations and a current negative Coggins test dated within 12 months prior to the arrival of the Mare is required. Mares are required to be vaccinated for the following: TETANUS TOXOID, INFLUENZA, EASTERN/WESTERN (Encephalomyelitis), STREPTOCOCCUS EQUI (Strangles), RHINOPNEUMONITIS EHV-1 & EHV-4 and POTOMAC HORSE FEVER. Failure to provide these health certificates will be authorization for the Farm to perform such services as deemed necessary for the Mare's well being and will be at the Mare Owner's expense.**
- Waiver of Liability.** All parties agree to diligently try to settle Mare. Should Mare not settle, Mare Owner will hold Stallion Owner, Agent and Farm harmless from any resulting loss or damage. Stallion Owner, Agent and/or Farm shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein. Mare Owner shall not be liable for any injury, sickness, disease or death of Stallion arising from the exercise of the breeding rights and privileges granted herein. Insurance is the responsibility of the respective parties to this Agreement. Also, Mare Owner agrees by signing below that Agent is authorized to consult with and obtain direction of a licensed veterinarian with regard to the care of the mare. Further, Mare Owner hereby authorizes Agent to obtain and follow a licensed veterinarian's directions with regard to the mare and fully releases and holds harmless Agent, Stallion Owner, the Farm, their respective officers, directors, employees, agents representatives, assigns affiliated persons, and/or others acting on their behalf. In the event that extraordinary health care is required for the Mare and/or foal the Agent will attempt to contact the Mare Owner by telephone, but the Agent's inability to contact the Mare Owner does not abrogate the authority granted to the Agent by the Mare owner to seek necessary treatment for the Mare and/or foal at the Mare Owner's expense.
- Live Foal Guarantee.** Stallion Owner guarantees that a single Live Foal will result from the breeding privilege granted herein. The term "Live Foal" means that one foal resulting from the breeding stands alone, nurses and lives for twenty-four (24) hours. If a Live Foal does not result from the breeding, Mare Owner shall be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season. The Live Foal guarantee is void unless the following conditions are met: (i) Mare Owner notified Stallion Owner within forty-eight (48) hours of foaling that the mare did not produce a live foal; and (ii) within fourteen (14) days after Mare Owner's notice to Stallion Owner, the Mare Owner certifies to Stallion Owner that the birth was attended; and (iii) produce a statement from a licensed veterinarian stating in detail the failure of the mare to produce a live foal. Unless approved by Stallion Owner in writing, The Live Foal guarantee shall be void and Stallion Owner will be released from liability if Mare is sold by Mare Owner prior to foaling. This privilege can only be extended by Stallion Owner in writing.
- Certificate and Substitutions.** Stallion Owner will issue a breeding certificate when notified of the birth of the foal resulting from this breeding, providing that the Mare Owner has no outstanding debt to Stallion Owner or Griffey Equine Center, Inc. All charges must be paid in full prior to issuance. Mare Owner shall not sell 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 shall terminate this Agreement and release Stallion Owner from its obligations.
- 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 IS GIVEN BY THIS AGREEMENT.
- INDEMNIFICATION.** Mare Owner shall be solely responsible for all acts and behavior of Mare at all times during this Agreement. In no case shall Agent, Griffey Equine Center, Donald Griffey, Melanie Griffey, and their respective officers, directors, employees, agents representatives, assigns affiliated persons, and/or others acting on their behalf be liable for the acts and behavior of Mare other than in the exercise of gross negligence or willful and wanton misconduct on the part of Agent in breeding, handling and/or keeping of the Mare. Mare Owner also hereby agrees

to indemnify and hold Agent harmless against all damages sustained or suffered by any third person that was caused by the acts of the Mare or her foal.

10. **RELEASE AND HOLD HARMLESS.** Mare Owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless Stallion Owner, Farm, Agent and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of being on the premises of Griffey Equine Center (unless Stallion Owner or Griffey Equine Center caused the injury, damage or loss intentionally or in reckless disregard for the safety of the Mare Owner).

Mare Owner understands that every reasonable effort to ensure a safe delivery will be utilized. Mare Owner agrees to release and hold harmless Stallion Owner, Farm, Agent and their respective agents, employees, representatives, assigns, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding, handling, foaling or keeping of the Mare at Griffey Equine Center that may accrue from any cause whatsoever including, but not limited to, theft, fire, escape, running away, accidents, illness, injuries or death during the term of this Agreement or while mare is in the care and custody of Griffey Equine Center.

WARNING-UNDER OHIO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

INHERENT RISKS AND ASSUMPTION OF RISK. The undersigned acknowledges there are inherent risks associated with equine activities such as described below and hereby expressly assumes all risks associated with participating in such activities. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such participant's ability.

11. **Choice of Law.** This Agreement shall be construed in accordance with the laws of the State of Ohio 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 Ohio and to Licking County in particular. All venue objections are waived. Should Stallion Owner/Farm resort to legal action to enforce the terms of this agreement, Stallion Owner/Farm shall be entitled to recover all legal fees, costs and expenses should a dispute arise between the parties.

12. **Entire Agreement.** This Agreement represents and constitutes the entire agreement between the parties. This Agreement shall not be altered except in writing and accompanied by the signature of both parties. The parties signing below represent that they are fully authorized to execute this Agreement.

13. **Death of Stallion.** If Stallion dies or becomes incapable of servicing mares for any reason and Mare has not been bred, this Agreement will become null and void. The Mare Owner shall continue to be responsible for all mare care charges, veterinary, board and other related charges and must be paid in full prior to picking up the Mare from Farm. The Stallion Service fee (less the chute fee) will be refunded and the parties to this Agreement will be released from any further liability.

14. **Death of Mare.** Should Mare die or become unfit to breed *prior to breeding*, Mare Owner shall be required to breed a substitute Mare to the Stallion. Transferring the breeding may be permitted with the written approval of Stallion Owner. No refunds shall be given. No other fees or charges are refundable.

15. **Miscellaneous Provisions.** The Mare will not be bred to the Stallion without a fully signed copy of this Agreement as well as the appropriate documentation having been received and approved by Stallion Owner or Agent. Any Mare that fails to settle within the breeding season that is current with the date of this Agreement shall be passed over to the following year. If Mare is to be passed over, Mare Owner agrees to pay for all expenses in full by July 31, 200__. In the re-breed year, if Mare is sent to the Farm to breed, a \$250.00 chute fee will be charged. All subsequent season charges shall apply.

Stallion Owner or Agent Date

Mare Owner/Agent Date

Contracts drafted by:

Tami L. Napier
Attorney At Law
6624 E. 250 S.
Greenfield, IN 46140
(317) 498-2403
(Attorney #22487-49)

Street Address

City, State, Zip

Home Phone Cell Phone

E-Mail Address

Exhibit A – Terms & Conditions For Shipped Cooled Semen

This Exhibit "A" is executed in conjunction with the 200__ Breeding Contract for The Stallion, **Perpetual Sensation, AQHA # 4745624** and The Mare _____ with Registration # _____, Breed _____. The following are Terms and Conditions for breeding The Mare to The Stallion via shipped cooled semen are:

All Stallion Service Fees, chute fees and any other outstanding balances must be paid in full prior to the first shipment of semen.

Mare Owner agrees to provide twenty-four (24) hour notice prior to Collection/Shipping date. Shipping days are Monday, Wednesday, Friday and Saturday. Requests are filled in the order in which they are received. Mares ordering semen first in a cycle will be given preference over mares ordering a second or third time in a cycle. Orders for counter-to-counter shipments received after 9:00 am EST cannot be guaranteed. Mare Owner is responsible for shipping charges for cancellations received after 9:00 am EST.

Shipment Charges for Cooled Shipped Semen are as follows:

- \$275.00 Standard Fed-Ex Shipment
- \$325.00 Counter to Counter Air Shipments (includes courier fee)
- \$350.00 Standard Fed-Ex Shipment (Canadian Shipments)

If Mare Owner picks up semen at Farm, a \$150.00 pick up rate shall be charged.

A deposit of \$300 is required if an Equitainer is utilized. Equitainer must be returned to Farm, with shipping charges prepaid, within twenty-four hours after insemination. If Equitainer is not received within five (5) working days from shipment, Mare Owner will be assessed a \$25/day rental fee. All costs/deposits must be paid in advance of the shipment.

Mare Owner certifies that Farm is obligated to transport cooled semen to the address of record which has been provided in writing by Mare Owner prior to any shipment. All shipments will be shipped to the address provided below, unless otherwise specified in writing and confirmed.

Preferably, all shipments go to and inseminations performed at established breeding farms. Mare Owner certifies that the address provided for shipment is a suitable facility for the artificial insemination of Mare contracted to be bred. Farm may refuse to make repeated shipments if the shipments (as deemed by Stallion Owner/Farm) will not reasonably lead to the successful insemination of the Mare as contracted. Further, Mare Owner certifies that only the Mare who is the subject of the breeding contract shall be inseminated by the shipped cooled semen of Stallion. If semen is used on a Mare other than as stated in the contract, Mare Owner shall owe additional fees to Stallion Owner.

Mares bred to Stallion on the Farm shall have priority status for semen. Farm will use its best efforts to provide shipped cooled semen on an as needed basis. A contract for cooled semen does not guarantee that semen will be available on the day requested. Cooled semen bookings may be of limited availability.

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 AQHA.

The parties agree that the obligations of Stallion Owner/Agent shall be met when the semen shipment is accepted by the company providing transport of the container. In the event that the shipment does not reach the delivery address by the designated date and time, Farm will assist Mare Owner in requesting refunds from the transport company but will not be liable for any fees or charges requested to be refunded. The parties agree that the 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.

This agreement is limited to 200__ breeding season.

Stallion Owner or Agent	Date
	Date
	Mare Owner

Address for Delivery of Shipped Semen:

Name of Facility: _____ Contact Person: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Cell/Mobile: _____

Mare to be bred: _____ Registration # _____

Closest Airport: _____

Saturday Delivery Address (If Different)

Name of Facility: _____ Contact Person: _____

Street Address: _____

City, State, Zip Code: _____

Phone: _____ Fax: _____ Cell: _____

NOTE: A Copy of Both Sides of Registration Papers MUST accompany this Agreement.

