

LIVING LARGE (AQHA/APHA) 2012 Stallion Service Contract

This STALLION BREEDING CONTRACT for the breeding season of 2012, is by and among Griffey Equine Center, Inc. Agent ("Agent" or "Farm") for Marweg/Gillespie, hereinafter designated "Stallion Owner", and _____, hereinafter designated "Mare Owner". All rights and responsibilities between the parties for the 2012 breeding season are set forth in this contract.

1. **Breeding Privilege:** Mare Owner agrees to breed the Mare _____, Breed APHA/AQHA (circle one or both), Registration No. _____, to the Stallion **LIVING LARGE**, APHA #000000/AQHA #000000, during the 2012 breeding season (commencing February 1, 2012 and ending on May 18, 2012).
2. **Stallion Service Fee:** Mare owner agrees to pay a Stallion Service Fee of **\$1500** (US) of which **\$500** 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. Discounts and considerations may apply based on attached fee schedule, Exhibit "B". First Standard Shipment of Semen is included in the Stallion Service Fee.
3. **Board & Invoicing Procedures.** Mare Owner agrees to pay for care and feeding while in the custody of Farm at **\$16.00** per day for dry mares and **\$17.00** 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.
4. **Mare Condition, Registration, and Ownership:** Mare owner warrants that the mare is healthy, in sound breeding condition, and is registered with the breed association(s) 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 POTOMOC 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.
5. **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. 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 on the Farm. 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.
6. **Live Foal Guarantee:** Stallion Owner guarantees that a single Live Foal with 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:
 - a. Mare owner notifies Stallion Owner within forty-eight (48) hours of foaling that the mare did not produce a live foal.
 - b. Within fourteen (14) days after Mare Owner's notice to Stallion Owner, the Mare Owner certifies to Stallion Owner that the birth was attended.
 - c. Mare Owner produces a statement from a licensed veterinarian stating in detail the failure of the mare to produce a live foal
 - d. 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.
7. **Color Guarantee:** A color guarantee will apply to APHA registered mares **only** (NOT also registered with AQHA or JC). There will be a \$500.00 charge for the following rebreed year, giving a one year color guarantee that the resulting foal will be eligible for regular registration with APHA.
8. **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.
9. **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.

10. 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 the Agent in breeding, handling, 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.

11. RELEASE AND HOLD HARMLESS: Mare Owner understands that every reasonable effort will be made 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 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 then; 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 of others, such as failing to maintain control over the animal or not acting within such participant's ability.

12. 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 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.

13. 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.

14. 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 the 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.

15. 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.

16. 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, 2012. 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 will apply.

APPROVED THIS _____ DAY OF _____, 20__.

_____		_____	
Stallion Owner	Date:	Mare Owner/Recorded Lessee/Agent	Date:
_____		_____	
		Street Address	

		City, State, Zip	

		Home Phone	Mobile Phone

		E-Mail Address	

Closest Airport: _____

- **Copy of both sides of Mares Registration Papers MUST accompany this agreement**

Exhibit "B" Considerations and Discounts for Proven and/or Multiple Mares

Living Large

2012 Standard Breeding Fee: \$1500 US (includes \$500 non-refundable booking fee, first Standard Shipment included)

Book will be limited in 2012, due to showing schedule.

Discounts for Proven Mares:

AQHA/APHA World Champion or AQHA Congress Champion Mare or Producer: \$1000 US

AQHA/APHA Superior Mare or Producer: \$1250 US

Multiple Mares:

First Mare: \$1500

Second Mare: \$1250

Third and Additional Mares: \$1000

Only one set of discounts will apply for each mare owner, the greatest available discount will apply.