

HEZA SECRET AGENT

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 _____, 2018, by and among Griffey Equine Center, Inc. Agent ("Agent" or "Farm") for Steve and Kathy Headley ("Stallion Owner") and _____ Mare Owner or Lessee ("Mare Owner"). All rights and responsibilities between the parties for the 2018 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, **Heza Secret Agent, AQHA # 5197029** ("Stallion"), during the 2018 breeding season (commencing February 1, 2018 and ending on June 1, 2018.)
- Stallion Service Fee.** Mare Owner agrees to pay a Stallion Service Fee of \$ 3,000.00 (US) of which \$500.00 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 \$ 18.00 per day for dry mares and \$ 20.00 per day for wet mares. A foaling fee of \$350.00 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

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.

