

**Three Oaks Quarter Horses**  
**2010 Breeding Contract for Set For Life**  
**AQHA #4732647**

This **contract** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and among the undersigned **Kim McCool (stallion owner)** and \_\_\_\_\_ (mare owner). This contract sets forth the rights and responsibilities of the parties for the 2010 breeding season.

1. BREEDING PRIVILEGE: Mare owner agrees to breed the mare registered as \_\_\_\_\_, Registration # \_\_\_\_\_ Breed Association \_\_\_\_\_ to the Stallion, Set For Life AQHA #4732647 during the 2010 breeding season. Breeding Fee for 2010 shall be \$650.00 USD payable in full prior to breeding mare. Any booking fees are applied to breeding fee only.
2. COLLECTION AND STALLION SERVICE FEES: Booking fee of \$100.00 is non-refundable and applied to breeding fee only. Chute fee is included in full price of breeding fee. Any special offers will require mare owner to pay chute fee to Will Woods Farm in the amount of \$350.00 prior to breeding mare. There is a Stallion Service Fee of \$250.00 payable on all breedings that are purchased through a Stallion Service Auction or Stallion Incentive Fund Sale. This fee is payable in full to Will Woods Farm prior to the collection of stallion and first shipment of semen. Stallion will stand the 2010 breeding season at Will Woods Farm in Sulphur Springs, TX, phone 903-885-3377 or 903-348-1232. **Will Woods Farm must be contacted to order semen before noon prior to the day of shipment, Central Time Zone. Collection days are Monday, Wednesday and Friday.** Shipping fees of \$250.00 plus freight will be paid directly to Will Woods Farm. Mare Care is also available, inquire rates at Will Woods Farm. If Mare Owner is picking up semen, shipping fee applies, less freight.
3. MARE CONDITION, REGISTRATION AND OWNERSHIP: Mare owner warrants that the mare is healthy, in sound breeding condition and is registered with a recognized breed association(s) noted in paragraph 1 above and that the Mare Owner is the current owner of record or lessee of record the the Mare. A current copy of mare's registration papers and a fully executed lease agreement, if applicable, from the Mare's breed association must accompany this contract. Mare Owner further warrants registration and/or lease agreements are up to date and accurate.
4. WAIVER OF LIABILITY: Both parties agree to diligently try to settle Mare. If Mare does not settle, mare owner will hold Stallion Owner and Will Woods Farm harmless from any loss or damage. Neither Stallion Owner nor its contracted breeding farm are liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties. If Mare is not settled during the 2010 breeding season, Mare Owner may re-breed the following year. Mare owner will be responsible for Chute Fee on re-breeds plus the cost of all shipped semen, if shipped semen is required.
5. LIVE FOAL GUARANTEE: Means that the foal is able to stand and nurse. LFG is void if the Mare Owner does not notify Stallion Owner within a 48 hour period after foaling.

Proof of proper care of mare during pregnancy is required (PneumabortK or Prodigy during 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> month of gestation). LFG is void if mare is sold during pregnancy.

6. CERTIFICATE: Stallion Owner shall issue a breeding certificate upon notice of the birth of foal. All charges must be paid in full prior to the issuance of breeding certificate. Mare Owner shall not sell, assign, gift or donate this breeding contract without prior consent of Stallion Owner.
7. WARRANTY: NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS CONTRACT. NO GUARANTEE OF DELIVERY OF SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS WILL BE GIVEN.
8. AMENDMENT: This contract cannot be amended except in writing and signed by both parties.
9. PROPER PARTIES: The parties signing below represent that they are fully authorized to execute this contract.
10. CHOICE OF LAW: This Contract shall be construed in accordance with the laws of the State Of Texas 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 Texas. All objections to venue are waived. The prevailing party shall be entitled to all legal fees, costs and expenses should a dispute arise between parties.
11. 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 Contract will become null and void and Stallion Owner may choose to refund one half of any fees paid, less any fees incurred to that date. The LFG provided herein becomes null and void upon death or incapacity of Stallion.
12. DEATH OF MARE: If Mare dies or becomes unfit to breed prior to breeding, Mare Owner may substitute a Mare, owned by or leased to Mare Owner, to Stallion. This substitution must occur during the 2010 breeding season. In this event, a transfer of breeding may be permitted with the written approval of Stallion Owner. No refunds shall be given.

Approved this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Kim McCool  
Stallion Owner  
Three Oaks Quarter Horses  
9590 Hwy 19  
Brashear, TX 75420  
469-667-1030 cell, 903-485-2607 home

Mare Owner/Recorded Lessee/Agent: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone \_\_\_\_\_ Email Address: \_\_\_\_\_