

THREE OAKS QUARTER HORSES  
Kim McCool, Owner  
www.threeoaksquarterhorses.com

2008 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 2008 breeding season.

1. BREEDING PRIVILEGE: Mare owner agrees to breed the mare registered as \_\_\_\_\_, Registration # \_\_\_\_\_ Breed Association \_\_\_\_\_ to the Stallion, Set For Life #4732647 during the 2008 breeding season (commencing on February 15, 2008 and ending June 15, 2008). Breeding Fee for 2008 shall be \$700.00 USD and shall include the first shipment of semen.

2. COLLECTION AND STALLION SERVICE FEES: Breeding fee, upon payment in full, shall include the collection and first shipment of semen. After the first shipment of semen, there will be a charge of \$150.00 to be paid prior to additional shipments. There will be a Stallion Service Fee of \$250.00 payable on all breedings that have been purchased through a Stallion Service Auction, and this Stallion Service Fee is payable prior to the collection of stallion and first shipment of semen. If collection only applies, and mare owner is picking up shipment, Stallion Service Fee still applies. Subsequent shipments/collections are \$150.00. Paypal is accepted, contact Kim McCool if this method of payment is required.

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 or record for the Mare. A current copy of the mare's registration papers and/or a fully executed lease agreement from the Mare's breed association must be attached to this Agreement. Mare Owner further warrants registration papers and/or lease agreements for Mare 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 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. 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. If Mare is not settled during the 2008 breeding season, Mare Owner may re—breed the following year. Re-breed fee shall be \$200.00 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 (Pneumabort-K 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.

7. 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 WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS WILL BE GIVEN.

8. AMENDMENT: This agreement 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 Agreement.

10. CHOICE OF LAW: This Agreement 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 Agreement will become null and void and Stallion Owner may choose to refund one half of the Stallion Service Fee 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 2008 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 \_\_\_\_\_ 2008

\_\_\_\_\_  
Kim McCool  
Stallion Owner  
Three Oaks Quarter Horses  
453 Hillcrest Dr.  
Sulphur Springs, TX 75482  
469-667-1030 cell  
903-485-2607 home  
903-439-0770 fax

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

Phone Number: \_\_\_\_\_