

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

2009 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 2009 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 2009 breeding season (commencing on February 15, 2009 and ending June 15, 2009). Breeding Fee for 2009 shall be \$850.00 USD payable in full prior to breeding mare. Any booking fees are applied to breeding fee.

2. COLLECTION AND STALLION SERVICE FEES. Booking Fee \$250.00 is non refundable and applied to Breeding Fee. Chute fee is included in the breeding fee. Shipping/collection fee on semen is \$250.00 There will be a Stallion Service Fee of \$250.00 payable on all breedings that have been purchased through a Stallion Service Auction or Stallion Incentive Fund Sale, and this Stallion Service Fee is payable prior to the collection of stallion and first shipment of semen. Paypal and credit cards are accepted and available on the website, www.threeoaksquarterhorses.com Stallion will stand the 2009 breeding season at Will Woods Farm in Sulphur Springs, Texas, 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/Friday. Shipping fees will be paid directly to Will Woods Farm. Mare care pasture rates \$12 dry and \$13 wet. Contact Will Woods Farm for barn rates.

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 5th, 7th and 9th 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 2009 breeding season. In this event, a transfer of breeding may be permitted with the written approval of Stallion Owner. No refunds shall be given.

13. RE-BREED: Should mare not settle during the 2009 breeding season, mare owner may choose to re-breed mare during the 2010 breeding season. Chute Fee and/or Shipping Fees will apply to all re-breeds.

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
903-439-0770 fax

Mare Owner/Recorded Lessee/Agent: _____
Address: _____

Phone Number: _____ Email: _____