

HAUGEN RANCH STALLION MANAGEMENT
COOLED SEMEN CONTRACT: 21336 Harp Road, Sturgis, South Dakota 57785
Office: 605-347-0066, Mobile: 605-490-1351

The STALLION BREEDING CONTRACT for the breeding season of 2008, is made and entered into this ____ day, of _____, 2008, is by and between HAUGEN RANCH STALLION MANAGEMENT, hereinafter designated Breeder, and _____, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____ Reg. No. _____, to the stallion HIGH ON CORONA, No. 4356141 for the fee of \$ _____ for a live foal, subject to the following conditions. The stallion fee includes a non-refundable booking fee of \$200.00, payable with this contract.

1. **CHARGES.** Prior to shipment of cooled semen to its insemination point, mare owner agrees to pay in full (a) Stallion Service Fee, (b) collection fee, (c) applicable courier and shipping fees. There will be a \$ _____ collection/shipping fee for each Federal Express priority overnight shipment. Canadian shipments will be \$ _____ for same Federal Express shipment. In the event a same day air shipment is needed, there will be an additional \$ _____ courier fee to airport. Mare Owner understands that the shipping container is the sole property of breeder and Mare Owner has no ownership rights in the container or its contents whatsoever. Should Mare Owner fail to promptly return the shipping container to breeder, the Mare Owner agrees to pay for its value in an agreed upon amount of \$300.00. Any unpaid expenses shall bear interest at the rate of eighteen percent (18%) per annum until paid. The unpaid balance of each account is due and payable within ten (10) days following receipt of the monthly statement. Any past due account which shall not be paid within (30) days of billing shall be subject to collection action, including costs which shall be incurred in the collection of this balance.

In no event will the shipment be prepared for transfer unless the Mare Owner has provided Breeder advance notice by 9:00 AM MDT and all charges due and payable hereunder have been paid in full. Stallion fee and collection/shipping fee must be paid in full prior to shipment.

2. **CONDITION AND TREATMENT.** The Mare Owner acknowledges that the mare is healthy and is sound breeding condition. A copy of the registration papers for said mare shall be attached to this agreement. The Mare Owner, whose signature appears below, warrants that he, she or it, is the owner of record of the above named mare. Mare Owner agrees to use all diligence and care in the insemination of the mare. Breeder may refuse to breed the mare to the Stallion if in their opinion the Mare is not healthy and in sound breeding condition, or is not comfortable with the level of breeding expertise at the receiving facility.

3. **WAIVER OF LIABILITY.** Mare Owner agrees to diligently try to settle the mare. If, however, the mare does not settle, Mare owner will hold Breeder harmless from any loss or damage. Neither Breeder nor the Stallion Owner are liable for any sickness, injury or death of the mare and/or her offspring. The Mare Owner will have no liability to the Stallion Owner or Breeder for any injury, sickness, disease or death of the Stallion from the exercise of the breeding privilege granted herein. Insurance for the mare and her offspring is the sole responsibility of the Mare Owner.

4. **LIVE FOAL GUARANTEE.** Stallion Owner hereby guarantees to the Mare Owner that a live foal will result from the breeding privilege herein granted. The term "Live foal" means that the 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, the Mare Owner will be entitled to rebreed the mare to the stallion, if mare owner notifies Breeder within forty-eight (48) hours after time of foaling that the mare did not produce a live foal. Mare Owner shall notify Breeder within fourteen (14) days that the foaling was an attended foaling and deliver a statement from a licensed veterinarian giving the particulars required to substantiate the failure of the mare to produce a live foal. If notification is not received, or if the mare is returned to race training after the mare has been checked in foal, the live foal guarantee shall be null and void. Mare Owner has two calendar years to have a live foal.

5. **CERTIFICATES AND SUBSTITUTIONS.** Breeder will issue a COOLED SEMEN service certificate upon the request of the Mare Owner at any time after the mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this agreement. Any attempted assignment or substitution without prior written consent of Breeder, terminate this Agreement and release the Stallion Owner and Breeder from all obligations hereunder. The COOLED SEMEN service certificate shall be issued only for the mare named in this agreement. Assignments and substitutions will be made only in the discretion of Breeder and then only in special circumstances (i.e., death of mare, etc.)

6. **COOLED SEMEN HANDLING.** Mare Owner agrees to comply with all AQHA, APHA, and ApHC requirements concerning the use and handling of COOLED SEMEN. Mare Owner agrees that a licensed veterinarian, or a breeding technician who is qualified and experienced in the use and handling of COOLED SEMEN, will perform the insemination. Mare Owner agrees to use his best efforts to perform the insemination procedure within 24 hours, but not more than 72 hours after collection from the Stallion. Mare Owner agrees to use all COOLED SEMEN provided by this agreement for the mare named in this agreement and no other.

7. **WARRANTY.** No warranty, expressed or implied, shall accompany the COOLED SEMEN transferred by this agreement. Mare Owner acknowledges that the use of COOLED SEMEN is a new emerging technology that Breeder cannot guarantee in any respect. No guarantee of deliver within a certain time period or that the COOLED SEMEN will safely reach the insemination point without losing some of its integrity, quality or characteristics can be given. However, although no guarantee or warranty is granted to Mare Owner by this agreement, Breeder will make every effort to meet requirements of each Mare owner's individual needs.

8. **MISCELLANEOUS.** It is further agreed: (a) if the stallion should die or become unfit for service, this contract shall become null and void, and any money paid as part of the stallion service fee shall be refunded to the Mare Owner; (b) the mare will not be bred to the stallion until a completed copy of this Agreement has been received and approved by Breeder; (c) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreement, understandings, restrictions, warranties, or representations between the parties other than those set forth herein; (d) this agreement cannot be amended except in writing executed by all parties hereto; (e) this instrument will be construed in accordance with the internal laws of the State of South Dakota and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties; (f) all actions with respect to this Agreement will be instituted in a court sitting in Dewey County, Timber Lake, South Dakota, and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court, waves any objection to the venue in such court and waives any claim that any action has been brought in an inconvenient forum; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of the Mare Owner; and (h) the Stallion Manager acts solely as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as the Stallion Manager is designated as the Stallion Manager for the Stallion.

Stallion Manager, Haugen Ranch Stallion Management

Mare Owner (or Authorized Agent) Date

Address

City

State

Zip

Telephone

Email and/or FAX