

SOPHISTICATION ONLY

This contract is made and entered into this ____ day of _____, 200__, by and among the undersigned _____, Stallion Manager/Agent (“Agent”) for **Sophistication Only** and _____ Mare Owner (“Mare Owner”). This contract shall set forth all rights and responsibilities of the parties for the 200__ breeding season.

1. **Service Privileges.** Mare Owner agrees to breed a mare with the registered name as _____, Registration # _____, (“Mare”), to the Stallion, Sophistication Only, AQHA # 4539605 (“Stallion”), during the 20__ breeding season. Mare Owner acknowledges that the breeding season commences February 1, and ends on July 1, of the year of the contract.
2. **Stallion Service Fees.** Stallion service fee shall be Private Treaty \$ _____, which includes a \$250 chute fee and the first shipment of cooled semen sent via next day air. Additional shipments of semen are \$250 with any same day shipments being an additional \$75 in courier fees. If a rebreed occurs, the \$250 chute fee is payable and will include the first shipment of cooled semen sent via next day air. Mare Owner is responsible for a chute fee of \$250 for any shipments of semen after the first shipment. Chute fees are due for any exercise of re-breeding rights from previous seasons. Mare Owner shall pay the entire Stallion Service Fee prior to any shipment of cooled or frozen semen. If mare is to be bred at Indian Creek Quarter Horses for on farm service, all accounts with regard to said mare must be paid in full *prior to the mare leaving the farm.*
3. **Liability Waiver.** All parties agree to diligently try to settle Mare according to industry standards and protocol. If Mare does not settle, Mare Owner shall hold Agent and Stallion Owner harmless for any loss or damage. Agent and/or Stallion Owner shall not be liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein, however it may arise. Likewise, Mare Owner shall not be liable for any injury, sickness, disease or death of Stallion arising from the exercise of the breeding privileges herein granted. Insurance is the sole responsibility of the respective parties for any loss or damage resulting from the breeding of horses.
4. **Mare Owner Responsibility.** Mare Owner hereby warrants and affirms that said mare is healthy, is in sound breeding condition and is registered with the breed association shown above. A true and accurate copy of the mare’s registration papers shall be attached to, and become part of, this Agreement. Agent retains the right to require a negative uterine culture or equine cytology with sensitivity test may be required for maiden and/or barren mares or any a mare requiring more than three (3) semen shipments in a breeding season.
5. **Live Foal Guarantee (“LFG”).** Unless approved by Stallion Owner in writing, the LFG shall be void and Stallion Owner released from liability if Mare is sold prior to foaling. Contractual guarantees can only be extended by Stallion Owner in writing to third parties. The LFG shall be conditioned upon compliance by Mare Owner of all conditions set forth in this Contract. Stallion Owner hereby guarantees to Mare Owner that a single, live foal will result from the privileges granted herein. “Live Foal” means that the foal will stand and nurse. It is further agreed that should the mare die, prove barren, abort the foal, or if the foal is stillborn, Mare Owner is entitled to a return service for the subsequent breeding season only to Stallion, provided that Mare Owner has remained in compliance with the terms and conditions set forth herein and all outstanding accounts with regard to the rights and privileges granted herein are paid in full. If Stallion dies, sells or becomes unfit to breed before mare is bred, Stallion Owner shall have no liability to Mare Owner except notification of its occurrence. Should Stallion die, sell or become unfit to breed before mare is bred, then frozen semen shall be available to fulfill the contract. Refunds will be given at the sole discretion of Stallion Owner. If The Mare dies during breeding season, Mare Owner may substitute another mare upon written approval of alternate mare by both parties to this Contract. Stallion Owner shall be released from the LFG and the LFG shall be void if
 - a. Mare Owner fails to notify Indian Creek Quarter Horses within forty-eight (48) hours after the time of foaling that a live foal was not produced; and
 - b. Within fourteen (14) days after such event, Mare Owner has not provided certification that foaling was properly attended and produce a veterinarian’s statement substantiating the failure of the mare to produce a live foal; or
 - c. The Mare is sold without notice to Stallion Owner.
6. **Certificate and Substitutions.** At Mare Owner’s request, Stallion Owner may issue a breeding certificate after the Mare’s sixty (60) day pregnancy check by a licensed veterinarian and determined to be “safe in foal.” However, all charges must be paid in full prior to issuance of the breeding certificate. Mare Owner shall not sell or

assign this breeding contract without prior written consent of Stallion Owner. There shall be no substitution of mares without the express written consent of Stallion Owner. Any attempt to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from all obligations contained herein.

7. **Embryo Transfer.** If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if Mare has a twin birth resulting in two foals that stand and nurse an additional breeding certificate will be issued.
8. **EXPRESS OR IMPLIED WARRANTIES.** NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WHATSOEVER, SHALL ACCOMPANY A BREEDING OBTAINED 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 SHALL BE GIVEN. MARE OWNER ACKNOWLEDGES SUCH BY SIGNING BELOW.
9. **Miscellaneous Terms and Conditions.** This Agreement constitutes the entire agreement between the parties. This Agreement cannot be amended except in writing and signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Indiana. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Indiana. Any objections as to proper venue are waived. The prevailing party shall be entitled to all legal fees, costs and expenses should a dispute arise between the parties with regard to the Agreement.
10. **Additional Considerations.**
 - a. Mare will not be bred to the Stallion without a fully executed copy of this Agreement as well as the appropriate addenda received and approved by Stallion Owner or its Agent along with complete payment;
 - b. Mares that fail to settle within said breeding season shall be carried over to the following year only. No free shipments in the rebreed year shall be extended.

APPROVED THIS _____ DAY OF _____, 200__.

Stallion Owner or Agent

Date

Mare Owner/Recorded Lessee/Agent Date

Mare Owner Contact Information
Name:
Address:
City, State/Province, Zip:
Daytime/Work Phone:
Home/Evening Phone:
Fax:
Cell/Mobile:
e-mail address:

Addendum A – Terms & Conditions For Shipped Cooled Semen

This Addendum is executed in conjunction with the 20__ Breeding Contract for The Stallion, Sophistication Only, AQHA #4539605, and The Mare, _____ having registration number _____. The following are Terms and Conditions for breeding The Mare to The Stallion via shipped cooled semen:

1. All Stallion Service Fees and chute fees as well as any other outstanding balances to Indian Creek Quarter Horses or Sophistication Only, must be paid in full prior to the first shipment of semen.
2. Mare Owner shall provide twenty-four (24) hour notice prior to Collection and Shipping request. Requests are filled in the order in which they are received. Orders for counter-to-counter shipments received after 9:00 am EST cannot be guaranteed. Mare Owner is responsible for shipping charges for cancellations received after 9:00 am EST, if already processed.
3. The first standard overnight (Federal Express, Airborne, UPS overnight or similar type of service, not counter-to-counter) shipment is included in the Stallion Service Fee. First shipment of cooled semen is free. Additional shipments of cooled semen shall be charged \$250. Airport courier fees of \$75 shall also apply.
4. A deposit of \$250 is required on an Equitainer. Equitainers are the preferred method of shipping container. Equitainer must be returned to Indian Creek Quarter Horses at Mare Owner’s expense within twenty-four (24) hours after insemination. If Equitainer is not received within five (5) working days from shipment, Mare Owner shall be charged a \$25/day rental fee. Costs/deposits must be paid in advance of the shipment. Mare Owner may supply their own Equitainers provided it is well marked and is in good condition. Disposable containers are available for cooled, shipped semen from Indian Creek Quarter Horses.
5. Mare Owner certifies that Farm is obligated to transport cooled semen only to the address of record which Mare Owner has provided prior to any shipment. All shipments will be shipped to the address provided below, unless otherwise communicated in writing and confirmed by Indian Creek Quarter Horses staff. Mare Owner certifies that the address for shipment is a suitable facility for artificial insemination of Mare. Indian Creek Quarter Horses may refuse to make repeated shipments if, as determined by Indian Creek Quarter Horses, it will not reasonably lead to a successful breeding. Moreover, Mare Owner certifies that only the Mare who is the subject of the breeding contract shall be inseminated by the shipped cooled semen. If semen is used on a Mare not stated in the contract, Mare Owner shall owe additional fees to Stallion Owner.
6. Mares bred to Stallion at Indian Creek Quarter Horses shall have priority status for semen. Indian Creek Quarter Horses shall use its best efforts to provide shipped cooled semen as requested. This does not guarantee that semen will be available on the day requested. Cooled semen bookings may be of limited availability, although unlikely.
7. Mare Owner agrees to comply with all breed association requirements concerning the use and handling of Cooled Shipped Semen. Mare Owner shall promptly send copies of the Collection/Insemination Certificate to the breed associations and to Indian Creek Quarter Horses.
8. The parties agree that the obligations of performance by Stallion Owner/Indian Creek Quarter Horses shall be met when the cooled semen shipment is accepted at Mare Owner’s designated shipment address. Acceptance shall be defined as the parcel delivery carrier actually delivering the shipment container to the address of record and receiving a signature from a representative of the address of record on the shipment documents maintained during the ordinary course of business by the carrier. The parties understand and agree that risk of loss transfers to the Mare Owner upon acceptance of delivery.

Stallion Owner or Agent	Date	Mare Owner	Date
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Address for Delivery of Shipped Semen:

Name of Facility: _____ Contact Person: _____

Street Address: _____

City, State, Zip Code: _____

Day Phone: _____ Fax: _____ Cell/Mobile: _____

Closest Airport: _____

NOTE: A Copy of Both Sides of Registration Papers MUST accompany this Agreement.

Addendum B-Terms and Conditions for Frozen Semen

Mare Owner must notify Breeding Facility a minimum of five (5) days prior to shipment date Domestic frozen semen. The Stallion Service Purchase Price set forth above, includes up to 3 doses of frozen semen, with each additional dose to be purchased at \$150. In addition to the Stallion Service Purchase Price set forth above, Mare Owner agrees to the following *for each shipment of frozen semen*:

A. Pay Breeding Facility before each semen shipment a transported frozen semen fee of \$225 (covering costs related to loading fees, handling, and second day delivery) with additional shipments of frozen semen at a cost of \$150. All frozen semen is shipped via Federal Express second day service. Priority next day delivery is available at an additional cost;

B. Return Dry Shipper to Breeding Facility within twenty-four (24) hours after unloading of straws. If Dry Shipper is not received within five (5) working days from shipment from Breeding Facility, Mare Owner will be assessed a \$_____ daily rental fee; and

C. Pay Breeding Facility before each frozen semen shipment a \$_____ deposit on the Dry Shipper. The deposit is fully refunded to Mare Owner when Dry Shipper is returned, without damage and all parts intact, to Breeding Facility.

D. Any unused semen must be returned to Indian Creek Quarter Horses or, with written permission, destroyed by a veterinarian.

E. Please sign and return all forms with a copy of mares papers to:

Indian Creek Quarter Horses

2865 West Indian Creek Road

Trafalgar, IN 46181