

COOL WINDS FARM

Randy & Kim Haines
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Lima, OH 45806
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This STALLION BREEDING CONTRACT FOR SHIPPED, COOLED SEMEN for the breeding season of 20____, made and entered into this ____ day, of _____, 20____, is by and between Cool Winds Farm hereinafter designated breeder, and _____, hereinafter designated Mare Owner.

Mare owner agrees to breed the mare _____, Reg. # _____, to the Stallion, **Batt Man** for the fee of \$ _____ for a live foal, subject to the following conditions.

1. The stallion fee includes a non-refundable booking fee of \$250.00, payable with this Contract, the balance of which must be paid before semen is shipped.
2. Breeder agrees to ship semen as described in the attachment CWF. If a mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare, and agrees to the following conditions described in the Attachment CWF. The Mare Owner then has the option to substitute another mare during the current season or have a return for the following season.
3. It is the Breeder's responsibility to provide the Mare Owner with semen in an industry standard container, with the industry number of viable spermatozoa per each shipment as described in the Attachment CWF.
4. This Contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses. If foal is born dead, there are return privileges, as outlined in the Attachment CWF, for the following season only if Breeder is notified within 30 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal" the mare should miscarry, abort or prove barren, Mare Owner has the privilege to return her for breeding, as outlined in the Attachment CWF, during the current breeding season, defines as 2/1/_____ through 7/4/_____, of the following year. Guarantee is null and void if Mare Owner does not give Breeder ample opportunity to settle mare.

5. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when ALL stallion fees and other expenses (including veterinarian) have been paid in full, and when mare has produced a live foal by this mating.
6. It is further agreed that should the stallion die, be sold by the Breeder, or become unfit for the service prior to settling the mare, that all of the breeding fee (excluding the booking fee, semen collection and preparation fee and shipping fee), will be refunded, if it has been paid in full, thereby canceling this entire Contract; or, if mare dies or becomes unfit to breed before being pronounced safe in foal, the Breeder has the option to either (a) accept another mare as a replacement, or (b) refund all the breeding fee(excluding the booking fee, semen collection and preparation fee and shipping fee), if it has already been paid in full, thereby canceling this entire agreement.
7. This Contract is non-assignable and non-transferable.
8. This Contract is entered into the State of Ohio, and will be interpreted and enforced under the laws of that state. If any clause is against State Law, then that clause shall be null and void.
9. The following rider is attached hereto and made a part hereof: the Attachment CWF
10. Additional conditions must be initialed. If none, check here: _____
11. This Contract represents the entire agreement between the parties. No other agreement promises, verbal or implied, are included unless specifically stated in this written Contract. Original Contract will be kept on file at Cool Winds Farm and a copy provided for the Mare Owner.

When Mare Owner and Breeder have signed this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Breeder's (or authorized agent's) signature

Mare Owner's (or authorized agent's) signature

Booking fee of \$ ____ paid on ____

Address

Cool Winds Farm
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Lima, OH 45806
(419)227-2665 Fax (419)227-0573

Phone # with area code _____