



GENE PARKER FARMS, LLC

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2012

Stallion Breeding Service/
Transported Semen Contract

THIS CONTRACT is made and entered into this ___ day of ___, 20___, by and between
___, Agent or Mare Owner (herein referred to as "Mare Owner") and Gene
Parker Farms, LLC (herein referred to as "Breeder"). Mare Owner agrees to breed the Mare registered as
___, Registration # ___ ("Mare") to the Stallion
___, Registration # ___ ("Stallion") during the 2012 breeding
season commencing February 1, 2012 and ending on June 30, 2012. This Contract sets forth all rights and responsibilities of the
individual parties.

- 1. Breeding Fees:
A. A non-refundable Booking Fee of \$500 is due at the signing and acceptance of this Contract to reserve a breeding to the
above named Stallion during the 2012 breeding season.
B. The non-refundable balance of the Stallion Breeding Fee (\$___) and the Collection and Processing Fee (see
breakdown below) are due prior to any shipment of semen.
2. Collection and Processing Fees are as follows:
A. \$250 fee per shipment for Federal Express Priority Overnight Delivery.
B. \$350 fee per shipment for Same Day Air Service.
3. Registration Papers. A photocopy of Mare's registration papers is required with the signing of this Contract. The Mare Owner agrees
that the Mare offered for breeding shall be in sound breeding condition and free from infection or disease. A negative uterine culture is
required for maiden and open mares prior to the shipment of semen.
4. The Equitainer used to ship semen is the sole property of Gene Parker Farms. The Mare Owner is responsible for returning the
container to the Breeder at Mare Owner's expense via Federal Express or UPS 2 Day Air. There will be a \$25 per day late fee charged
on all containers not returned in the allotted time.
5. Semen Shipment Orders. Shipping days will be on Mondays, Wednesdays, and Fridays. Shipped semen orders must be placed no
later than 5:00 p.m. Eastern Standard Time on the day before semen is requested. On occasion there may be insufficient semen to
fulfill all semen requests. Priority will be given to on-farm mares and those mares deemed "most likely to settle" on this date as
determined by information provided by Mare Owner's veterinarian or breeding technician.
6. Live Foal Guarantee. Stallion Owner guarantees that a single Live Foal will result from the breeding privilege granted herein. The term
"Live Foal" means that one foal resulting from the breeding stands alone, nurses, and lives for twenty-four (24) hours. It is understood
that if the Mare proves barren, aborts her foal, or if the foal is stillborn, a return breeding will be guaranteed the following year only,
providing proper notification is given. Proper notification shall be defined as:
A. Written certificate by a licensed veterinarian within 48 hours that the Mare absorbed, aborted, or produced a non-viable foal.
B. Mare Owner verifies in writing that such abortion or death did not result from any act or omission on the part of the Mare
Owner.
7. Multiple Foals. It is agreed to by the Stallion Owner and Mare Owner that only one foal will be registered for each breeding that is
secured with this Contract and that the semen received will only be utilized on the Mare named above. It is the intent of the Stallion
Owner that only one mare per Contract be inseminated with transported semen. When utilizing Embryo Recovery and Transfer, should
more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Service Fee within 45 days of
insemination in order to receive a breeding certificate for additional foals.
8. Substitutions. If the above named Mare dies or becomes unfit for service during the breeding season, the Mare Owner may substitute
another mare that is agreed to by both the Mare Owner and the Breeder.
9. Cancellation of Contract. If the above named Stallion dies, is sold, or becomes unfit for service during the breeding season, this
Contract shall become null and void. The Stallion Breeding Fee (less the Booking Fee), if paid in full, will be refunded to the Mare Owner
ONLY if the above named Stallion dies AND the Mare proves barren or does not produce a live foal. For no other reason than the
Stallion dying will money be refunded.
10. Litigation. Any litigation that may result from this Contract must take place in Robeson County, North Carolina only. Mare Owner
irrevocably and unconditionally submits to the personal and subject matter jurisdiction of North Carolina. All objections as to venue are
waived.
11. Waiver of Liability. Neither Gene Parker Farms, LLC, nor their agents, employees, officers, directors, Veterinarians or guests shall not
be held liable and shall be released and held harmless from any and all claims, causes of actions, expenses and damages of any nature
resulting from or relating to any escape, accident, injury, sickness, disability and/or death of mare and/or foal as well as any exercises of
judgment by the released parties in connection with the custody and care of the mare and/or foal.
12. Liquidated Damages: Should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract,
including but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree
that damages, expenses, costs, and fees, including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited
to the sum of \$2500.00
13. Contract. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are
included unless specifically stated in this written Contract. Additional agreements must be individually initialed by the parties. When
Mare Owner and Breeder sign this Contract, it will be binding on both parties, subject to the above terms and conditions.

AGREED TO AND ACCEPTED this ___ day of ___, 20___.

Mare Owner / Agent

Date

Breeder - Gene Parker Farms

Date

Mare Owner / Agent Mailing Address

Semen Ship To Address

City, State, Zip

City, State, Zip

Phone (primary and secondary, if available)

Phone (primary and secondary, if available)

Mare Owner's Association ID # (AQHA, APHA, APHC)

Preferred Major Airport