

GO Racing Partnership ~ HCR 73 Box 65 ~ Hartshorne, OK 74547
Phone: 918-420-5839 ~ Fax: 918-420-2206

PYRON SIX 2009
AT FARM BREEDING CONTRACT

WITNESS THIS AGREEMENT this _____ day of _____, 20__ , between GO Racing Partnership, hereinafter referred to as "Farm," and _____, hereinafter referred to as "Mare Owner."

WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, with the _____ Registry, Registration No. _____, foaled _____, and

WHEREAS, Mare Owner wishes to breed said mare as above described to the stallion, Pyron Six, AQHA # 3305537, foaled 1994.

IT IS NOW THEREFORE AGREED between the parties as follows:

Booking, Stallion, and Chute Fees

(A) Mare Owner agrees to pay a non-refundable booking fee of \$150.00 to reserve a breeding for the 2009 breeding season, which shall be credited against the Stallion Service Fee. This fee is included in the breeding fee and is not an additional fee.

(B) For consideration of \$700.00, excluding mare care, and chute fees, Farm hereby agrees to breed the stallion, Pyron Six, as above-described to the mare belonging to Mare Owner as above-described.

(C) A One-Time Chute Fee of \$50.00 is required from Mare Owner for each, individual mare bred per calendar year. Chute fee applies to all mares bred at the Farm.

(D) The full amount of the stud fee, chute fee and mare care as set forth in this contract shall become due and payable prior to removal of the mare from Farm. Mare Owner agrees to pay all charges when due. Mare Owners with outstanding balances owed to the Farm will be charged a late fee of \$20.00 per billing cycle. Any Mare Owner with a balance at least 120 days past due will be turned over to collections. Mare Owner agrees to cover all costs, and expenses associated with collection. In the event collection of Mare Owner's account is placed in the hands of an attorney, Mare owner agrees a minimum fee for \$400.00 shall be assessed as attorney's fees.

Mare Care and Board

Mare Owner agrees to pay Farm, the sum of \$10.00 per day for dry stalled mares; \$12.00 per day

for wet stalled mares or \$8.00 per day for dry private lot mares; \$10.00 per day for wet private lot mares. This amount will be charged per calendar day, or portion thereof, in which the mare is in the custody or control of Farm. All mare care charges, including any charges of horseshoing, veterinary care or similar charges shall be due and payable prior to the return of mare to Mare Owner. In the event the above-named stallion stands at a commercial breeding and/or boarding facility, said facility will be considered an independent contractor for purposes of the agreement.

General Conditions

This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses without assistance. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege for the following breeding season only if the notification procedures as set forth below are followed.

None of the above-described fees shall be refundable except as described below. However, Farm guarantees a return breeding for the following breeding season for said mare or an approved substitute should a "live foal" as above-described not result from this mating. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one week from the date of death of the fetus, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown.

In the event of the death of the above-named stallion, this contract shall become null and void. All money shall be refunded to mare owner except the booking fee if the mare has not been bred. In the event of the stallion's death prior to the delivery of a live foal, the live foal guarantee as above described shall become null and void. Should the mare die subsequent to payment of the booking fee but prior to breeding, Mare Owner can substitute a different mare. No other fees or charges are refundable except as described in this paragraph.

Mare Owner agrees to furnish a negative Coggins Test (EIA) upon mare's arrival to the breeding farm. All mares must be accompanied upon arrival by a 30 day EVA (Equine Viral Arteritis) health certificate. Mare Owner authorizes Farm, to engage performance of such other veterinary services as Farm may deem necessary for the proper treatment, care and protection of the mare and/or foal at side. This is to be done at the Mare Owner's expense and will be billed and payable as above described. No sick mares will be accepted by Farm for any reason. Mares that arrive and have obvious signs of illness will not be allowed on Farm premises. This evaluation is at the sole discretion of the Farm.

In the event of colic or life threatening illness of the mare, all means available will be utilized to save said mare unless otherwise instructed by Mare Owner, including surgery if recommended by the veterinarian. Mare Owner shall pay any and all costs in connection therewith.

Farm shall not be liable for any sickness, disease, estray, theft, death, or injury which may be suffered by the mare and/or foal at side, or any other causes of action whatsoever arising out of or connected in any way with the breeding or boarding of the mare and /or foal. This includes, but is not limited to, any personal injury or disability which the Mare Owner or Owners may receive

while on the premises of the breeding facility.

Mares that are not halter broken will not be accepted. Mare Owner further authorizes breeding by artificial insemination and or live cover.

Farm request you return a copy of your mare's registration papers with this contract.

It is understood that the breeding season for Farm commences on February 5 of the calendar year and terminates July 10 of the same calendar year. Mares that do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year, or may be re-bred during the following heat(s) if it is practical for Farm to do so. In the event mare owner elects to rebreed during the following breeding season, Mare Owner agrees to pay any increase in the stallion service fee, chute fee, or mare care fee.

Sale of the mare by Mare Owner to another party or parties will terminate the live foal guarantee as set forth above and described in this contract unless same is acknowledged and accepted in writing by Farm.

Farm will gladly accept checks with a valid driver's license and major credit card number. A \$75.00 returned check fee will be charged for every returned check received by the Farm. Farm also accepts all major credit cards: Visa, Master Card, American Express and Discover Cards.

Warning-Under Oklahoma law, a livestock activity sponsor, a participant or a livestock professional acting in good faith shall not be liable for injuries to any person engaged in livestock activities when such injuries result from the inherent risks of livestock activities. pursuant to Oklahoma Statutes Title 76-50

This contract represents the entire agreement between the parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into the State of Oklahoma, and shall be enforced and interpreted in accordance with the laws of said State.

In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Additional agreements should be separately initialed by each party. If none, check here _____.

GO Racing Partnership

Pete Oen

By

Mare Owner

Signature

Address

City, State, Zip

Phone

Fax

E-mail

If paying with credit card, please fill out the following:

Card Number

Expiration Date

Name as it appears on Card

Please (print) return this contract with you booking fee to:

GO Racing Partnership c/o Graves Ranch - HCR 73 Box 65, Hartshorne, OK 74547

Or Return by Fax to: 918-420-2206

If returning contract via fax, please be sure to include your credit card information to cover the booking fee.