

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

**RIOS FIRST FLIT BAR 2010
SHIPPED SEMEN BREEDING CONTRACT**

WITNESS THIS AGREEMENT this _____ day of _____, 2010 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, Rios First Flit Bar, AQHA # 3548454, foaled 1996.

Estimated date of breeding _____ 2010.

IT IS NOW THEREFORE AGREED between the parties as follows:

Booking & Stallion Fees

(A) Mare Owner agrees to pay a non-refundable booking fee of \$150.00 to reserve one breeding for the 2010 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 \$800.00, Farm hereby agrees to breed the stallion, Rios First Flit Bar, as above-described to the mare belonging to Mare Owner as above-described.

(C) Shipped Semen will be available to Mare Owner via FedEx Priority Overnight Service. \$235.00 is required for each, individual shipment of semen requested by Mare Owner. All shipped semen fees, breeding fees and chute fees must be paid in full before any semen will be shipped to Mare Owner. Normal shipping days are; Mondays, Wednesdays and Fridays during breeding season. Semen will not be available on any National Holidays (Memorial Day, Independence Day, etc.). All requests for semen must be made the day before or by **11:00 AM** Central Time on a shipping day. We will not guarantee a shipment when a request is made after the 11:00 am deadline. Pre-paid return of the Equitainer to the Farm is included in the shipped semen fee-US Shipments Only.

(D) Emergency Shipped Semen. Shipped Semen collections on Tuesdays and Thursdays will be made available. The Emergency Shipment rate is \$325.00. Emergency Tuesday and Thursday shipments are available via FedEx Priority Overnight Service. All requests

for an Emergency Shipment must be made by **10:00AM** Central Time on the Emergency day.

(E) Return of Shipped Semen container is the responsibility of the Mare Owner.

Container must be returned within 3 days of receipt, or a \$300 container fee will be charged. A credit card number, and its expiration date, will be provided by Mare Owner when a shipped semen request is made for the deposit of the container. Mare Owner also agrees to return all contents of the Shipped Semen container within the above set time frame. Should any contents not be returned with the container to the Farm, Mare Owner agrees to have the credit card securing deposit billed for the replacement of those items. Please note, no charges will be made to Mare Owner's credit card as long as the container is returned in the above mentioned manner. Pre-paid return of the Equitainer to the Farm is included in the shipped semen fee-US Shipments Only.

(F) The full amount of the stud fee and shipped semen fee as set forth above shall become due and payable prior to any shipment of semen to Mare Owner. Mare Owner agrees to pay all charges when due. Mare Owner 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 of \$400.00 shall be assessed as attorney's fees.

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, only the booking fee will be refunded to Mare Owner. No other fees or charges are refundable except as described in this paragraph.

It is understood that the breeding season for Farm commences on February 17 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.

Farm requests that you return a copy of your mare's registration papers when returning this contract.

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.