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Skys Blue Boy
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 aboved named Stallion dies, is sold, or becomes unfit for service during the breeding season, this Contract shall become null and void. If the aboved named Stallion Dies, this contract will automatically be transferred to the Jr. Sire of Blue Boy, Its All About Blue. **For no reason 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