

owner of record of the Mare. If the Mare is to be bred at the Breeders, then on or before delivery of the mare to the Breeder, Mare Owner must provide the Breeder with the following for each Mare: (a) **negative Coggins test dated within six months prior to delivery of the Mare to the Breeders, if not the Breeder will perform a Stat EIA test at Mare Owner's expense, and (b) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by the Breeder for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for the Breeder to perform such services as deemed necessary for the Mare and foal's well-being at Mare Owner's expense.**

6. Care of Mare and Foal for On-Site Breeding. For Mares bred at Stoneridge Veterinary Services, PLLC, Stacy Smitherman D.V.M.et al. shall prepare each mare for breeding and shall conduct the breeding and post breeding care. The Breeder shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, Mare owner waives all claims against the Breeder (Stoneridge Veterinary Services, PLLC or Stacy Smitherman D.V.M.et al.) for sickness, injury, or death of the Mare and her offspring from matters beyond the Breeder's control or resulting despite the rendering of reasonable and ordinary care. The Breeder shall diligently try to settle the mare; however, if for any reason a Mare does not settle, Mare Owner waives any claim against the Breeder. The Breeder will examine the mare for normal breeding conditions and will administer care as reasonably deemed necessary for the health and safety of the Mare and her offspring. Mare Owner consents to the administering of all medical care for the Mare and her offspring that the Breeder reasonably deems necessary, and Mare owner grants to the Breeder the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the mare and her offspring, the Breeder shall attempt to contact Mare Owner by telephone prior to taking any required action, but the Breeder's inability to contact Mare Owner does not abrogate the authority granted to the Breeder by Mare Owner.

7. Multiple Embryo Transfer. If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify the Breeder within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner must pay the Breeder the Stallion Service Fee (Stud +Farm fee) for each pregnancy. In the event that an embryo is sold, the live foal guarantee will be null and void. Stoneridge Veterinary Services, PLLC strongly recommends the purchase of embryo insurance.

8. Insurance. The Breeder will not carry insurance on the Mare or her offspring. Mare Owner may carry insurance on its horses as they so choose. If the Mare is bred at the Breeder's and if Mare Owner elects to ensure the mare and her offspring, then Mare Owner shall inform its insurance carrier of the location of the horses and shall provide the Breeder with insurance carrier information.

9. Live Foal Guarantee. If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by Mare Owner and the Breeder **during the following breeding season only. Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of the stallion owner. Any attempted assignment without the prior consent of Stallion owner will at the option of the before mentioned parties, terminate the Agreement and release the stallion owner, and Stoneridge Veterinary Services, PLLC from all obligation hereunder.** "Live foal" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon Mare Owner giving the Breeder written notice within 7 days after the foal dying or mare aborting. This notice must be accompanied by (a) a certificate from the attending veterinarian that no live foal was born, and (b) a return of the breeder's certificate. No additional Stallion Service Fee will be charged for the mare on this return breeding privilege, but Mare Owner is responsible for paying the Breeder the Farm fee, in addition to all other applicable charges (veterinary, board, farrier, etc.) incurred on behalf of the Mare and her foal. This return breeding privilege is void and the stallion owner, and Stoneridge Veterinary Services, PLLC will be released from all liability if: (1) the Mare is removed from Stoneridge Veterinary Services, PLLC before the Mare is checked in foal by Stacy Smitherman, D.V.M., unless the removal is approved by Stacy Smitherman, D.V.M., or (2) the Mare is sold by Mare Owner prior to foaling, unless the stallion owner, has been informed of the sale and approves the transfer of the live foal guarantee. This also means if the Stallion dies there is no recourse for the live foal guarantee.

10. Termination. If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of the Breeder and stallion owner, this Agreement will, at the option of the stallion owner, immediately terminate, but Mare Owner shall continue to be responsible for payment to the Breeder for all expenses incurred by the Breeder on behalf of Mare Owner prior to the Mare and foal being removed from the Breeder's. The Stud Fee will be refunded by the stallion owner, and Stoneridge Veterinary Services, PLLC and Mare Owner will be released from any further obligations under this Agreement.

11. Breeder's Certificate: A Breeder's Certificate will be issued only after the owner has notified the Breeder that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc.) Please contact the Stallion Owner for this.

12. Entire Agreement / Governing Law / Venue. This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Texas law governs this Agreement, all of the terms and provisions of which are performable in Leon County, Texas. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of their Agreement can only be brought in Leon County, Texas.

STALLION OWNER

MARE OWNER

Signature of Stallion Owner or Agent

Signature of Mare Owner, or Authorized Agent

Printed Name of Stallion Owner

Printed Name of Mare Owner

ADDRESS FOR SHIPPED SEMEN

BILLING ADDRESS OF MARE OWNER

NAME

STREET

CITY, STATE AND ZIP

PHONE NUMBER

ALTERNATE NUMBER

NAME

STREET OR PO BOX

CITY, STATE AND ZIP

PHONE - DAYTIME

PHONE - EVENING

INSTRUCTIONS: Sign and return contract to Stoneridge Veterinary Services, PLLC. Your copy of the fully executed Agreement will be returned. The Mare will not be bred to the Stallion until both parties have signed this Agreement.