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HORSES

2027 BREEDING CONTRACT

THIS AGREEMENT, made on the acceptance date shown below by and between Flent Performance Horses, LLC ("STALLION OWNER") and the undersigned Owner or Lessee of the mare described below ("MARE OWNER"):

1. **BREEDING:** The MARE OWNER hereby engages one service by shipped cooled or frozen semen to Hot Huckleberry AQHA registration number 5949689 (the "Stallion") for the following mare for the 2027 breeding season:

_____

NAME OF MARE, REGISTRATION NUMBER, AND BREED (the "Mare")

2. **BREEDING FEE AND BOOKING FEE:** The breeding fee shall be $1,500, which includes a non-refundable booking fee of $500.00 payable with this Agreement, which reserves in the Stallion's book for 2027 a breeding for the Mare. MARE OWNER agrees to pay the balance and any other fees due before any shipment of semen shall be made.

3. **COLLECTION AND SHIPPING FEES:** Breeding season begins February 15. Semen will be shipped from February 15 to July 15. Each shipment contains enough semen to inseminate one mare.

    a. Semen orders may be placed verbally in person or via phone with the Stallion Manager or STALLION OWNER only.

    b. Collection fee is $500. This fee applies to the initial collection and any subsequent collections made should the Mare require re-breeding or if another Mare is substituted in her place, during the contracted year, or if the Mare is re-bred during the subsequent year due to an aborted or stillborn foal.

    c. Shipping fees are the responsibility of the MARE OWNER. MARE OWNER must have a FedEx account and provide that number on Attachment B. All semen will be sent FedEx Priority Overnight delivery. Shipments must be placed and confirmed by 10:00am Eastern time the day before the semen is to be shipped. Cancelations, minus booking fee, must be made by 8:00am Eastern time on the day of shipment. MARE OWNER may postpone the collection one time without penalty provided the postponement is made by 8:00am Eastern time on the day of the shipment.

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d. If stud fee is donated/gifted a $500.00 booking fee applies, along with collection and shipping fees.

e. The STALLION OWNER is not responsible for the shipment once it leaves their custody, including but not limited to transportation delays.

4. **CONDITION AND OWNERSHIP:** MARE OWNER represents and warrants that the Mare is in sound breeding condition and free from disease and infection.

   a. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination.

   b. A copy of the Mare's certificate of registration reflecting ownership of the Mare by the MARE OWNER should be submitted with the Agreement together with the completed Attachment A, and Attachment B if applicable.

   c. There is a limit of three semen shipments per Mare, per contract agreement. If the Mare has not conceived after the third shipment, the MARE OWNER must substitute the Mare or take a rebreed for the following year (2027). The rebreed applies to that year only.

   d. If multiple shipments are requested STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments.

   e. If the individual seeking to inseminate the Mare is the lessee of the Mare, the lease agreement must also be submitted.

5. **MARE OWNER REPSONSIBILITY:** MARE OWNER agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled/frozen semen.

   a. MARE OWNER agrees to use the semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to MARE OWNER to breed any mare other than the listed Mare automatically terminates all obligations of STALLION OWNER under this Agreement and results in

forfeiture of all breeding fees, shipping fees, collection deposits and the right to a Breeder's Certificate.

b. If multiple shipments of semen are requested, STALLION OWNER, in its sole discretion may refuse to ship semen if the STALLION OWNER believes the insemination is not proper or the Mare is not healthy.

6. **LIVE FOAL GUARANTEE:** The MARE OWNER is guaranteed one "live foal," meaning a foal which stands, nurses, and lives for 24 hours.

   a. If the Mare aborts her foal or the foal is stillborn, a return season will be provided for the subsequent year only, upon the payment of a re-breed fee of $500.00 (plus shipping and collection) and provided proper notification is given. Proper notification is a written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal.

   b. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. Failure to provide such vaccinations voids the live foal guarantee.

   c. The live foal guarantee is provided only for the 2027 breeding season and is void if the Mare is sold prior to foaling and the MARE OWNER fails to notify the STALLION OWNER prior to the sale and transfer this Agreement to the new MARE OWNER.

7. **MULTIPLE FOALS:** The payments provided in this Agreement are for one foal for this breeding season for this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER will pay an additional breeding fee within 60 days of confirmed foal for each additional embryo or resulting foal. No Breeding Certificate for any foal will be issued without such payment.

8. **SUBSTITUTION:** If the Stallion dies, is sold, or becomes unfit for service prior to settling the Mare, then this Agreement is terminated and the breeding fee, not including the booking fee, will be refunded to the MARE OWNER, only if frozen semen is not available. If the Mare dies, before being settled, another mare may be substituted only upon the express written consent of the STALLION OWNER.

9. **BREEDER'S CERTIFICATE:** Upon notification of the birth of a live foal, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER will release AQHA certificates online at AQHA.COM. All other certificates will be submitted according to the breed registry. MARE OWNER will contact STALLION OWNER

no later than August 1 of the foaling year of a live foal. Any late fees or costs for failure to notify the STALLION OWNER of a live foal or additional registrations are the responsibility of the MARE OWNER.

10. **WARRANTIES:** No warranties, expressed or implied, accompany the breeding right created by this Agreement, nor the semen delivered under the Agreement.

11. **AGREEMENT:** This Agreement:

    a. may neither be assigned nor transferred in any manner, absent the express written permission of the STALLION OWNER.

    b. constitutes the entire Agreement of the parties.

    c. supersedes all other agreements or understandings between the parties.

    d. may not be amended in any manner other than in writing and executed by both parties.

    e. will be interpreted in accordance with the laws of the Commonwealth of Virginia.

    f. will be binding on the heirs, personal representatives, successors, and permitted assigns of the parties.

12. **BINDING EFFECT:** This Agreement is binding when:

    a. the MARE OWNER has sent to the STALLION OWNER:

        1. a signed copy of this Agreement.

        2. a copy of the Mare's Certificate of Registration.

        3. if applicable, the Mare's lease agreement.

        4. a completed copy of Attachment A, and B if applicable.

    b. the STALLION OWNER has received the booking fee.

    c. the STALLION OWNER accepts and notifies the MARE OWNER.

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_____ _____

Signature of MARE OWNER

Printed name of MARE OWNER, Lessee or Agent

Accepted this _____ *day of* _____, *20*___

By: _____

12046 SPICERS MILL ROAD
ORANGE, VA 22960
540.359.2941
FLENTPERFORMANCEHORSES@GMAIL.COM
Stallion Manager: Jim McDonough 540.522.6821

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ATTACHMENT A

RETURN THIS FORM WITH BREEDING CONTRACT, A COPY OF THE MARE'S CERTIFICATE OF REGISTRATION, MARE'S LEASE, IF APPLICABLE, AND ATTACHMENT B, IF APPLICABLE.

MARE OWNER's Name: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Numbers: _____

MARE Lessee's Name: _____

Street Address: _____

City/State/Zip Code: _____

Telephone Numbers: _____

Mare's Registered Name: _____

AQHA Registration Number: _____

APHA Registration Number: _____

Semen Shipment Information:

Ship to/Contact Person: _____

Address: _____

City/State/Zip Code: _____

Telephone Numbers: _____

Confirm that FedEx Priority Overnight service is available in your area: Yes No

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ATTACHMENT B

RETURN THIS FORM WITH BREEDING CONTRACT, A COPY OF THE MARE'S CERTIFICATE OF REGISTRATION, MARE'S LEASE, IF APPLICABLE, AND ATTACHMENT A.

Checks should be made out to Flent Performance Horses, LLC. If paying by bank wire transfer, please request transfer instructions.

FEDEX ACCOUNT INFORMATION

Account Holder's Name: _____

Account Number: _____

BOOKING FEE: _____

BALANCE OF BREEDING FEE: _____

COLLECTION FEE: _____

OTHER CHARGES (If applicable): _____

TOTAL: _____

Printed Name: _____

Authorized Signature: _____ Date: _____

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