

COOL SEMEN BREEDING CONTRACT

STALLION: DUNIT RAWHIDE
OWNER: EXPRESS RANCHES
MANAGER: KRSHKA QUARTER HORSES
1101 N. 11TH STREET
YUKON, OK 73099
PHONE: (405) 354-0214
FAX: (405) 354-0284

Cell: 405-255-1261
EMAIL: JKRSKHA@SBCGLOBAL.NET

MARE: _____ # _____

OWNER: _____

ADDRESS: _____

PHONE: _____

FAX: _____

CELL: _____

Breeding Privileges: Stallion Manager and Mare Owner agree this _____ day of _____, 2008 to breed the mare named above to DUNIT RAWHIDE, for the 2008 Breeding Season for a stallion fee of \$1500.00, plus all other fees applicable. A non-refundable booking fee of \$250.00 to be applied to the total stallion fee is to be paid for reserving the Stallion upon the execution of this agreement.

Charges: The Mare Owner and any individual executing this Agreement jointly and severally agree to pay Krshka Quarter Horses: (a) the Booking Fee, (b) the Stallion Service Fee (c) a semen handling fee of \$300.00 for each shipment of semen; and (d) all costs and expenses incurred by Krshka Quarter Horses for the Stallion Owner (including reasonable attorneys' fees) in connection with the enforcement of this Agreement. The foregoing amounts must be paid and received by the manager prior to the shipment of the semen. All other charges including the replacement cost of any shipping container not returned to Krshka Quarter Horses in satisfactory condition, will be invoiced and payable on a monthly basis. All invoiced amounts which are unpaid after thirty (30) days will bear interest at the rate of eighteen percent (18%) per annum. This Mare Owner hereby grants that Krshka Quarter Horses and the Stallion Owner will be entitled to claim and enforce an agister's lien and security interest covering the Mare, any offspring of the Mare and all registration papers and documents relating thereto until all charges hereunder are paid in full. A photocopy of this Agreement may be filed to perfect such security interest under the Uniform Commercial Code. IN NO EVENT WILL COOLED SEMEN BE SHIPPED UNLESS ALL CHARGES DUE AND PAYABLE HERE- UNDER HAVE BEEN PAID IN FULL.

Shipment: Krshka Quarter Horses sole obligation under this Breeding Contract is to use reasonable efforts to ship, on Krshka Quarter Horses' regularly scheduled breeding days, (Mon-Wed-Fri) sufficient semen for two (2) inseminations upon request. Requests must be received by 6:00 P.M. C.S.T. the day before the requested collection date. The parties acknowledge that; (a) Krshka Quarter Horses will prefer on farm breeding's over off farm breeding's; and (b) the shipment and use of semen is subject to a number of conditions beyond the control of the parties so the cooled semen may not be shipped in compliance with the requests, received by the Mare Owner in the time period or condition necessary to successfully breed the Mare or available when the Mare is ready to breed. The Mare Owner hereby disclaims and releases Krshka Quarter Horses and the Stallion Owner from and disclaims all liability, damages, claims, causes of action or losses with respect to the breeding of the Mare, this Breeding contract and the shipment or collection of the semen (including consequential damages, lost breeding opportunities or lost profits). The Mare Owner irrevocably agrees that the Mare Owner's sole recourse against Krshka Quarter Horses or the Stallion Owner with respect to the performance or non-performance of this Breeding Contract is a return of the Stallion Service Fee less the Booking Fee.

Mare Owner: Mare Owner agrees that a qualified and experienced person in the use and handling of cooled semen will perform the insemination. Mare Owner agrees to use all cooled semen provided by this agreement for the mare named in this agreement and no other.

Live Foal Guarantee: Should the mare abort or not have a live foal to stand and nurse, this mare will have a return privilege providing that certification by a licensed veterinarian of the abortion or birth of a foal which does not stand and nurse is received within ten (10) days of the occurrence. Mare Owner will be entitled to rebreed the Mare to the Stallion during the following Breeding Season to satisfy the live foal guarantee. At the sole option of Krshka Quarter Horses, Krshka Quarter Horses may require the rebreeding to be performed at Krshka Quarter Horses.

Certificates and Substitutions: Krshka Quarter Horses will issue a cooled semen service certificate upon the request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare. Any attempted assignment or substitution without prior written consent by Krshka Quarter Horses will terminate this Agreement and release the Stallion Owner and Krshka Quarter Horses from all obligations hereunder.

Warranty: No warranty or guarantee, express or implied, is given with respect to the cooled semen. No guarantee of delivery within a certain time period or that the cooled semen will safely reach the insemination point without losing integrity, quality, or characteristics is given.

Miscellaneous: It is further agreed: (a) at the option of the Stallion Owner, if the Stallion dies, is sold, is transferred or becomes incapable of servicing mares, this Agreement will become null and void, the Stallion Service Fee (less the booking fee) will be refunded and the parties to this Agreement will be released from any further liability; (b) the cooled semen will not be shipped until a completed copy of this Agreement has been received and approved by Krshka Quarter Horses; (c) all notices hereunder will be effective when received by the party to whom sent, in writing and served by regular mail, postage prepaid, at the addresses set forth in this Agreement; (d) this instrument constitutes the entire agreement between the parties hereto and there are no agreement, understandings, restrictions, warranties, or representations between the parties other than those set forth herein; (e) this Agreement cannot be amended except in writing executed by the parties hereto; (f) this instrument will be construed in accordance with the internal laws of the State of Oklahoma and (g) all actions with respect to this Agreement will be instituted in the courts of such state or the United States District Court for such state and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of each such court and irrevocably and unconditionally waives any objection to the venues in such court and any claim that nay action has been brought in an inconvenient forum; (h) the persona executing this Agreement is fully authorized to execute this Agreement on behalf of the Mare Owner; and (i) Krshka Quarter Horses acts solely as agent for the Stallion Owner and will be bound by the terms of the Agreement only for so long as Krshka Quarter Horses is designated as the manager for the care and breeding of the Stallion.

STALLION MANAGER - KRSHKA QUARTER HORSES

BY: _____

MARE OWNER

BY: _____

