

The Mare Owner hereby agrees to breed the Mare \_\_\_\_\_ Registration #: \_\_\_\_\_ to the Stallion Big Papi\_ Registration #:4473856\_standing at Scottsdale Equine Reproduction Center, LLC (SERC) in the year 2012. The stallion service fee of \$ 750.00, which is nonrefundable, and booking fee of \$ 0 is payable upon execution of this contract. Copy of mare's breed registration papers must accompany this contract. Mail check to Top Fuel LLC.

Conditions of Cooled Transported Semen

- 1. All rules of the American Quarter Horse Association (AQHA Rule #209), American Paint Horse Association (APHA Rule #RG-165) or any other breed registry must be strictly followed regarding the transportation, insemination, and mandatory documentation of shipping and receiving cooled semen.
2. SERC will provide Equitainer shippers as available. Equitainer overnight express fees, courier and same day air charges are the responsibility of Mare Owner. Equitainers must be returned to SERC, at Mare Owner's expense, within 72 hours. A \$50 per day charge will be applied to Mare Owner's credit card for Equitainers not returned within 72 hours. Any damage to Equitainers will be the responsibility of Mare Owner. Any parts missing from Equitainers or repairs needed, will be charged to Mare Owner's credit card. No additional shipments of cooled transported semen will be sent until Equitainer is returned or proof of shipment is received by SERC.
3. Mare Owner's veterinarian must request semen 48 hours prior to the time the mare needs to be inseminated. If Federal Express delivery is not available within this 48-hour period, additional notice may be required. Mare Owner will provide SERC with the attending veterinarian's phone number for verification of mare's cycle, ovulation date and pregnancy determination by ultrasound examination.
4. Each stallion collection will be charged to Mare Owner at the cost of \$250 per collection, unless otherwise noted.
5. SERC agrees to provide semen on an as needed basis to settle named mare until June 31st, 2011 or unless otherwise specified in this contract. Collection dates may be restricted to a schedule. It is Mare Owner's responsibility to confirm collection dates of stallion with SERC prior to needing a shipment.
6. Mare Owner must confirm status of pregnancy of mare at 45 days post ovulation with a letter or certificate from the attending veterinarian to SERC in order to receive a breed certificate of registration in 2012. Certificates will not be mailed out unless confirmation of pregnancy in writing is received by SERC. Mare Owner is responsible for genetic testing the mare and foal as required by breed registration associations at the Mare Owners expense. Foal registration certificates will be released only after all outstanding fees and expenses have been paid.
7. If said mare does not settle or produce a live foal, (live foal is determined by a foal that stands and nurses from the mother) Mare Owner will be entitled to a re-breed the following year ONLY and will be subject to the stallion's ability to produce viable semen for reproduction. Mare Owner must notify SERC of the death of the foal in writing accompanied by a statement from the attending veterinarian. Stallion fees, booking fees and expenses are not refundable at any time. All re-breeds will be charged a \$300 Re-Breed Fee. Mare owner will be charged for collections and shipping expenses for each semen shipment.
8. Neither SERC, Stallion Owner, nor any of their representatives shall be liable to the Mare Owner or any person for failure of the mare to produce a live foal for any reason whatsoever.
9. The Mare Owner agrees that if SERC should find it necessary to commence legal proceedings to collect any of the above state or unstated fees or expenses or otherwise enforce this contract, or be required to defend any legal proceedings related to this contract, the prevailing party, will be entitled to court costs and attorney's fees entailed in such proceeding and those will be added as costs to the amount due. Time is of the essence in this contract. Any express or implied waiver of any breach of this contract shall in no way be construed to be a waiver of any subsequent breach or of any other default or modification of any of the terms of this contract. The contract is entered into Maricopa County, Arizona and shall be governed by the laws of the State of Arizona. The parties agree that jurisdiction and venue for any disputes arising under this contract shall be in Maricopa County, Arizona.

Mare Owner Name: \_\_\_\_\_ Attending Vet Name & Phone: \_\_\_\_\_
Mailing Address: \_\_\_\_\_
Credit Card # (VISA/MC/AMEX): \_\_\_\_\_ Exp Date: \_\_\_\_\_
Semen Shipping Address: \_\_\_\_\_
Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Email: \_\_\_\_\_
Mare Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Return ORIGINAL contract to: SERC, 29834 N Cave Creek Rd, 118-194, Cave Creek, AZ 85331; (480) 515-3774