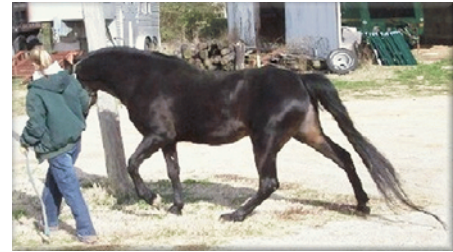




Dawson Stables
 1779 Olmstead Rd. Olmstead Ky. 42265
 270-726-2192 or 270-847-6667
 www.dawsonstables.com



2009 Breeding Agreement

MARE INFORMATION

Mare's Registered Name: _____

TWHBEA No. _____

Other Registration Name and No. _____

Mare Owner's Information:

Owner's Name: _____

Owner's Address: _____

Owner's Telephone Numbers: _____

SHIPPING INFORMATION (If applicable)

Semen will be shipped to: _____

Address: _____

Telephone Numbers: _____

STALLION INFORMATION

Name of Stallion: **Ebony's Bearcat**

TWHBEA Registration Number:850870

THERE MAY BE TIMES WHEN SHIPPED SEMEN IS NOT AVAILABLE, CALL TO FIND OUT

Stud Fee: \$350 Paid in full before first shipment of semen or when mare departs farm

Multiple mares: \$350 for the first mare and \$300 per mare thereafter to any of our four stallions per annual breeding season 1/1/09 ~ 12/31/09

This agreement is subject to the following terms:

On farm breeding agreement:

1. Mares which are brought to Dawson Stables (hereinafter referred to as DS) must be in good physical condition, must be free of illness and disease and must have a current negative coggins test no more than 1 yr. old.
2. DS reserves the right to reject any mare at their sole discretion if all health requirements are not met.
3. DS has the right to humanly twitch and/or hobble all mares being bred live cover for the safety of stallion and handlers.
4. DS shall not be held liable for death, sickness and/or accident's including consequential damages to the mare and/or foal.

_____ initials - DS

_____ initials - mare owner

5. In the case of injury or sickness of the mare and/or foal DS will attempt to contact mare owner but if mare owner is unable to be contacted DS reserves the right to seek veterinary services at the mare owners expense at our discretion.
6. All vet expenses shall be discussed with mare owner prior to services being preformed except in the case of an emergency.
7. Stud fee, board bills and all vet expenses shall be paid in full before departure of mare from DS.
8. Included with stud fee is a Live Foal Guarantee. Please see last page for explanation of LFG.
9. If a mare goes 2 breeding cycles without conception mare must be examined by Vet.
10. If mare becomes unsuitable for breeding or does not conceive for any reason another mare may be substituted.
11. DS shall not hold mare owner liable for damage or injuries caused by mare and/or foal.
12. Horses which are owned by DS shall be free of illness and disease, vaccinated and will have a negative coggins no less than 1 yr. old.
13. When leaving a mare to be bred at DS all precautions to ensure the health of mare and/or foal will be taken.
14. All mares being boarded will have free choice hay and water. They will receive grain twice daily unless otherwise directed by mare owner.
15. All mares will be stalled unless otherwise directed by mare owner.
16. Board is \$7 per day open \$8 per day with foal. Special feed or feeding instructions may alter the cost of board.
17. Interest will be charged on all outstanding bills.
18. Legal action will be taken against any nonpaying customers/mare owner. All legal fee's incurred by DS to obtain payment will also be the responsibility of the customer/mare owner.

Semen Shipment Information

Dawson Stables (DS) must be paid in full before shipment is sent.

- All costs above stud fee are exact costs from supplier.
- Vet services for collection of semen must be paid in full prior to collection.
- Fed Ex charges must be paid by mare owner at the time of shipping or semen will be sent COD.

Collections for shipping and pick-up

- Normal collection days are Monday thru Saturday.
- You must telephone your semen request the day before shipping to assure it getting to you in time.
- We will make every effort possible to send semen on the same day when needed but we must know no later than 10:00 A.M. CST on the collection day in order to meet shipping deadlines.

_____ initials - DS
_____ initials - mare owner

- DS will furnish shipping container. Container must be returned within 7 days after receiving shipment. if container is not promptly returned there will be no further shipments.
- Damage to containers by the mare owner or person administering semen will be paid for by mare owner.
- Each semen shipment will contain a minimum of 1-2 doses of semen for each mare being bred.
- DS only assumes responsibility to ship semen in a viable condition at the time of delivery to the mare owners farm or other designated location.
- DS assumes no liability for loss of semen viability or associated expense due to any delay in shipment, airline schedules or courier services beyond our control.
- The semen must be administered by a licensed veterinarian or authorized technician on the day of delivery or all LFG and return privileges are null and void.
- If semen is shipped to a mare more than 3 times there will be a \$50 charge for each additional shipment.

Fee's for shipping semen:

Stallion Collection: \$200 collected at O'Brien Vet Hospital

Actual Fed-Ex shipping charges: \$35-\$100 depending on area being delivered to and day of delivery. Weekend shipments are higher.

Owner may pay fee's direct to supplier or thru DS, No shipment sent without payment already being made.

If a mare fails to conceive in 3 shipments there will be a \$25 charge per shipment thereafter.

Live Foal Guarantee:

Should the mare fail to produce a foal which stands and nurses without assistance, the mare owner shall be entitled to rebreed the mare or substitute another mare for a period of 2 years from the loss of foal. There will be no additional stud fee for the rebreed but all other expenses associated with the rebreed will apply. This clause is also binding in the case of abortion. The mare owner must inform DS within 10 days of loss of foal or as soon as pregnancy loss is known.

Ebony's Bearcat is annually tested to be negative for Equine Viral Arteritis (EVA)

The mare owner has read this contract and fully understands ,authorizes and assumes the special risk inherent in breeding with the use of transported semen or with live cover breeding. The mare owner also understands the risk of failure to conceive due to many variables and shall hold Dawson Stables, their agents, and Veterinary Clinic used by Dawson Stables harmless for any losses suffered do to unsuccessful attempts at conception.

It is further agreed that in any legal action between parties attempting to enforce any of the terms of this agreement, or any action in any other way pertaining to this agreement, the prevailing party shall be entitled to recover expenses, including a reasonable attorney's fee. It is understood that this contract has been entered into in the State of Kentucky and is subject to the laws of that state. It is further agreed that if action is brought on this contract, it shall be brought in the State of Kentucky, County of Logan. Either party may waive the jury trial. This written agreement constitutes the entire agreement between DS and the mare owner. Both parties agree that there are no other agreements, other than those set forth in this document consisting of three pages, all initialed or signed at the bottom of each page, and changes cannot and will not be made unless the same is done in writing and executed by both parties.

I HAVE READ THIS CONTRACT AND I AGREE TO ABIDE BY THE TERMS:

_____ Date _____
Mare Owner

_____ Date _____
Stallion Owner