

BREEDING CONTRACT

Date _____

STALLIONS LLC
P.O. BOX 30540
EDMOND, OK 73003
(Hereinafter "Seller")

(Hereinafter "Buyer")

THIS AGREEMENT made and entered into by and between Buyer and Seller, as said parties are identified above, who hereby agree as follows:

- 1) Buyer agrees to present the thoroughbred mare _____, and Seller agrees to present the thoroughbred stallion _____, subject to the further terms of this agreement, for breeding said mare for the season of 2012 and Buyer agrees to pay the sum of \$_____ dollars on October 1, 2012, unless mare proves not in foal, in which case Buyer is to send satisfactory veterinary certificate to that effect in lieu of payment. If after payment of the fee (on or before November 1, 2012) said mare fails to produce a single live foal that can stand alone and nurse, buyer shall have full rights to a re-breed to said stallion for the 2013 breeding season so long as said stallion is still available and able to cover a book of mares or in the case that said stallion should be unavailable or unable to perform stallions services in 2013, said 2012 fee will be refunded.
- 2) Buyer agrees and warrants that said mare shall be healthy, free from disease or infection, and in sound breeding condition. The buyer's presentation of the mare shall constitute Buyer's representation that the mare is as warranted. It is further agreed that if the mare offered for breeding to the stallion, in the opinion of Stallions LLC, is not in sound breeding condition and free from infection or disease, or is a risk to the health or safety of the stallion, or its attendants, then the mare shall not be bred to the stallion.
- 3) Buyer agrees that it is solely Buyer's responsibility to send the correct mare to be bred to the stallion. Buyer also agrees to abide by the booking and breeding shed procedures practiced at Diamond G Ranch. Buyer further agrees that Seller shall not be liable or responsible for any accident, disease, or injury to Buyer's mare.
- 4) Buyer agrees that this contract is personal to Buyer and shall not be assigned or transferred by Buyer, and in the event said mare is sold, bred to another stallion, transported to a sales facility, transported out of the United States, raced or trained for racing, or if the breeding fee is not paid in full within 30 days of the due date, then any live foal guarantee under this contract shall be waived, and the fee, if unpaid, shall immediately become due and payable, and no refund will be due from Seller under any circumstances. It is further agreed that should the above named stallion die, be sold, or become unfit for service, or his number of mares be reduced with the breeding hereunder being deleted, then this contract shall be null and void. If said mare dies or becomes unfit to be bred, then this contract shall be null and void.
- 5) In order to secure payment of the breeding fee provided herein, Buyer grants Seller a security interest in the foal, in utero and after birth, to be produced and appoints Seller as Buyer's attorney-in-fact for the purpose of executing financing statements. Buyer further grants to the Seller a security interest in the Stallion Service Certificate applicable to the foal produced as a result of this breeding and a security interest in any other Stallion Service Certificates in the possession of the Seller in which Buyer may have an interest. If Buyer defaults in payment of the stud fee, Buyer consents to the issuance of the Stallion Service Certificate in the name of the Seller and to registration of the foal with The Jockey Club, by the Seller as his agent, in the name of the Seller. Seller shall further have the right to take possession of the foal and sell same in order to satisfy that amount owed hereunder. Buyer also agrees to pay a \$100.00 late fee plus interest at 1 ½% per month on any sum over thirty (30) days past due.
- 6) This agreement is binding upon the parties hereto, their heirs, successors, and assigns, and shall be governed in accordance with the laws of the State of Oklahoma.

IN TESTIMONY WHEREOF, the parties have set their hands to and duplicate copies hereof.

BUYER: _____

BUYER'S PHONE # _____

SELLER: STALLIONS LLC

SELLER'S PHONE # (405) 359-5712

buyer's signature

seller's signature