



2008 BREEDING CONTRACT

This contract is entered into and is between the undersigned Brent & Julie Harnish dba GSR Investments, known as "STALLION OWNER" and hereinafter referred to as "Stallion Owner". This contract sets forth the rights and responsibilities of the parties for the 2008 breeding season. To complete the agreement Addendum(s) for Shipped Cooled or an On The Farm Breeding Contract with Mare Disclosure Form will be required. These will be noted below. The stallion providing breeding services under this contract is GENTLEMEN SEND ROSES APHA #507,215. WHEREAS, Mare Owner is the owner or lessee of a certain registered mare having the registered name of _____, Registration #: _____, Breed _____, and if applies her AQHA T# _____ (if applicable) it is now therefore agreed between the parties as follows:

A) Booking and Stallion Fees: Mare Owner agrees to pay a non-refundable booking fee of \$350.00 USD to reserve a breeding for the year 2008, which shall be part of the Stallion Service Fee. For total consideration of \$ _____ USD, less any applicable discounts and excluding mare care and/or shipping fees receipt shall be made prior to semen shipment or mare delivery to farm. Stallion Owner hereby agrees to breed the stallion, GENTLEMEN SEND ROSES APHA #507,215, to the mare belonging to Mare Owner as above-described. Breeding fee paid is only for the above mentioned mare. Should more than one embryo result from a breeding, Mare Owner must pay an additional Stallion Service fee within ninety (90) days of breeding in order to receive a breeding certificate for additional foal(s). Multiple mare discount(s), less booking fee in effect at time will apply.

B) Stallion Owner/Farm Warrants: Stallion Owner is the sole owner of the stallion referenced above. And has full authority and power to transfer title of a breeding season to Mare Owner. The season granted under this contract is free from all liens and encumbrances.

C) Mare Owner Warrants:

- 1) Mare is healthy and in sound breeding condition. Mare Owner agrees to provide negative uterine culture and equine cytology with sensitivity, within 30 days, on any open/barren mare prior to shipping semen. Farm may refuse to ship semen requests without said tests. Maiden mares in absence of said tests may be required to provide satisfactory results prior to a third shipment of semen. The same diagnostics will be required of On-Farm breedings.
- 2) A current copy of front and back of mare's registration papers shall accompany this agreement. Registration papers or a fully executed breed agreement from Mare's breed association shall identify ownership. Mare must be registered in contract holder's name.
- 3) Should the Mare die or become unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute Mare to the Stallion. No refunds shall be permitted. No other fees or charges are refundable except as described in this paragraph. No fees related to board or settling the mare are refundable.

D) Mare Breeding Option. Circle One - Option #1 or Option #2:

- 1) OPTION #1: Mare Bred Via Shipped Cooled Semen - Executed Addendum #A Shipped Cooled Semen Contract Required
- 2) OPTION #2: Mare Bred At Farm: Owner must also execute with DeGraff Stables Kentucky, LLC the DeGraff Stables On-Farm Breeding Contract

E) Kentucky-Bred Program: Circle One: YES or NO. If YES, Executed Addendum #B KY-Bred Attachment Required

F) Live Foal Guarantee and Color Guarantee:

- 1) This contract is a "Live Foal" contract. "Live Foal" is herein defined as a newborn foal, which stands and nurses and lives 24 hours. Should this mating not produce a live foal, it must be evidenced by a written statement from a licensed veterinarian dated within one month from the date of death of the fetus/foal, or in the alternative, a sworn statement from said veterinarian that the mare is no longer in foal and the date of fetus loss is unknown. If the foal is born dead, or if the mare does not otherwise carry to term, there shall be a return privilege in the current season (2008) or the following breeding season (2009) only. Substitution of Mare will be allowed. Mare Owner will be responsible for fees in effect at time of rebreed.
- 2) If the live foal born is out of either a fully registered APHA or AQHA mare, a color guarantee will apply. If the coloring of the foal does not comply with APHA breed registration requirements and it is not able to be registered in the APHA full color registry, mare owner will be allowed to breed for \$150 Rebreed Fee in the rebreed year only (2009). Shipping and chute fees as in effect at time will apply. Color Guarantee is not offered on a LFG or CG breeding.

G) Stallion: In the event that the above-named Stallion becomes incapable of breeding, dies or is sold, this contract shall become null and void. Breeding fee less the non-refundable booking fee shall be refunded to Mare Owner if the Mare has not been bred. In the event of the Stallion's death prior to the delivery of a live Foal, the live Foal guarantee as above described shall become null and void. At Stallion Owner's sole discretion, frozen semen, a discounted service of another stallion or a refund of half of the breeding fee may be extended to Mare Owner.

H) General Conditions:

- 1) It is understood that the breeding season for Farm commences on February 1 of the calendar year and terminates June 30 of the same calendar year.
- 2) Both parties will diligently try to settle Mare, at least three cycles. Mares that do not come into season or are not settled within said breeding season as above-described shall be carried over to the following year. Mare Owner will hold Stallion Owner harmless from any loss or damage.
- 3) In the Re-Breed Year (2009), a \$150.00 Booking Fee to GSR Investments and a \$250.00 Rebreed Fee to DeGraff Stables applies. Mare Owner agrees to pay applicable mare care, cycle management, veterinary, farrier, etc. fees as in effect at the time if sent to Farm. Mare Owner is responsible for all fees related to shipping semen as are in effect at time of shipping to DeGraff Stables. There are no free shipments in the rebreed year.
- 4) Mare Owner may not transfer this contract. Stallion Owner will issue a breeding certificate upon notification of foal birth providing all charges are paid in full.
- 5) All action with respect to this agreement will be instituted in a court sitting in Ottawa County, Ohio and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court and waives any objection to the venue in such court and waives any claim that any actions have been brought in an inconvenient forum. WARNING-UNDER OHIO LAW, AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.
- 6) The parties signing below represent that they are fully authorized to execute this agreement. This contract represents the entire agreement between the parties and is not assignable by Mare Owner without written permission of Stallion Owner. This Agreement cannot be amended except in writing and must be signed by both parties. No other agreements, promises, or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Ohio, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect.

Addendum "A" - Terms & Conditions for Shipped Cooled Semen Executed & Attached; Date: _____
Addendum "B" - Terms & Conditions for Kentucky-Bred program Acknowledgement Executed & Attached; Date: _____
DeGraff Stables Kentucky LLC On Farm Contract - Terms & Conditions Executed & Attached; Date: _____
Mare Disclosure Form - for Breeding at the Farm Completed & Attached; Date: _____

Additional Terms or Conditions: _____

APPROVED THIS _____ DAY OF _____, 200__.

_____ Date _____
 Stallion Owner or Agent Mare Owner/Recorded Lessee/Agent Date

Proudly Owned By
GSR Investments
 Brent & Julie Harnish
 South Bend, IN 46628
 Phone: 574.277.9646

Send All Payments and Contracts Here →
 All Checks Made Payable To GSR Investment.

Standing At
DeGraff Stables
 PO BOX 4350, Midway, KY 40347
 Phone: 859.846.5000, Fax: 859.846.5222
 Robin Cell: 419.573.9098



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Fees and Discounts For This Contract:

\$	1,400	Stallion Service Fee
\$	350	Plus Current Year Booking Fee (non-refundable)
\$		Less Discounts/Donated Fees:
\$		Less Discounts:
\$		Total Breeding Fee (3% Credit Card Convenience Fee will be added for Visa/MC payments)
\$		6% Sales Tax for Kentucky Breeders Incentive Fund (If Applies)
\$		Total Fee Including KY Sales Tax (3% Credit Card Convenience Fee will be added for Visa/MC payments)

Mare Information

Mare Name:			
Association ID# of mare:	<input type="checkbox"/> AQHA <input type="checkbox"/> APHA <input type="checkbox"/> ApHC	2 nd Assoc. ID#	<input type="checkbox"/> AQHA <input type="checkbox"/> APHA <input type="checkbox"/> ApHC
Mare Owner or Lessee:			
Association ID# of above:	<input type="checkbox"/> AQHA <input type="checkbox"/> APHA <input type="checkbox"/> ApHC		
Embryo Transfer:	<input type="checkbox"/> YES <input type="checkbox"/> NO (Very Important. Please let us know if mare will also carry a foal.)		
Mare Status:	Mare IS <input type="checkbox"/> Maiden OR <input type="checkbox"/> Open for this season OR <input type="checkbox"/> Expecting/has a foal		

Mare Owner/Lessee Information

Farm Name:			
Billing Name:			
Billing Address:			
City, State/Province, Zip:			
Daytime Phone:		Evening Phone:	
Fax Number:		Cell Phone:	
e-mail address:			

Agent Contact Information:

Agent Name (if applicable):			
Agent Farm Name:			
Agent Address:			
Agent City, State, Zip:			
Agent Phone:		Agent Cell Phone:	
Agent Fax Number:		Agent email:	

For Shipped Semen

Address for Delivery of Shipped Semen:		Saturday Delivery Address (If Different):	
Facility:		Facility:	
Address:		Address:	
City, State, Zip:		City, State, Zip:	
Is This a Residential Address? <input type="checkbox"/> Yes <input type="checkbox"/> No		Is This a Residential Address? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Approximate Date of First Shipment or Mare Arrival at Farm:		*Do you want a signature release for shipments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>*Will allow Fed-Ex to deliver without a signer</i>	
Contact:		Alt Contact:	
Contact Ph:		Alt Contact Ph:	
Contact Cell:		Alt Contact Fax:	
Contact Fax:		Alt Cell:	
Closest Airport:		Airport 2nd Choice:	

Note: Please be sure to send a copy of Mare's current registration papers with this form.



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ADDENDUM B – Kentucky-Bred: Kentucky Breeders Incentive Fund

Mare Owner has chosen to participate in the Kentucky Breeders Incentive Fund program. Mare Owner agrees to pay 6% sales tax on the breeding fee charged. Mare Owner recognizes that it is his/her responsibility to obtain and strictly abide by and comply with the breed association rules or terms and conditions that govern the requirements for the Breeders Incentive Fund as they apply to the mare that is the subject of this breeding contract, and as the terms and conditions may change from time to time.

Mare Owner/Recorded Lessee/Agent

Date

Additional Information:

Excerpt from KyQHA ~ More Information at www.KyQHA.com :

4. For show horse awards, KyQHA BIF eligible offspring must be enrolled in the AQHA Incentive Fund. For race horse awards, KyQHA BIF eligible offspring need not be enrolled in the AQHA Incentive Fund, however, enrollment in the AQHA Incentive Fund for racehorse sires and their foals is HIGHLY encouraged to improve their marketability after their racing career is over. No additional state nominations will be required.

The following KyQHA BIF eligibility criteria must be met to qualify for awards:

1. The foal must have been born in Kentucky during 2002 or later;
2. The foal must have been conceived in Kentucky;
3. The "Sire" on the certificate of registration must have stood the entire breeding season solely in Kentucky in the year that the conception occurred.*

*Note: No semen shall be allowed to be shipped into Kentucky from out-of-state stallions for show horse awards. Semen may be shipped within Kentucky. It is the intention of the Kentucky Quarter Horse Association to evaluate the impact of stallion eligibility requirements on the industry prior to 2009 and to determine whether program modifications are warranted.

Excerpt from KyPHC ~ More Information at www.KyPHC.org :

- a. Foals of 2009 born in Kentucky, must be sired by an APHA Breeder's Trust- enrolled stallion standing in Kentucky for the entire breeding season, and provide evidence of foaling in Kentucky.
- b. Beginning with foals of 2009 all foals must be APHA Breeders Trust-enrolled and must meet the following requirements for **Kentucky-Bred/Sired**:
 1. Mares must foal in Kentucky
 2. Mares may be bred by any acceptable breeding method as described and recognized by the APHA registry handbook.
 3. Rather than require the policing of residency, the preferred approach is to require that the stallions stand in Kentucky, and that mares are both bred and foal in Kentucky.
2. Additional Requirements:
 - a. All owners, breeders and sire owners of KPHIF eligible horses must be members in good standing of KPHC, APHA, and their horses be in the APHA Breeders Trust (starting in 2008) before checks will be issued. It is not necessary for the owner of the stallion, the dam or the foal to be a resident of the state of Kentucky in order to participate in this Incentive Fund.
 - b. The person submitting the foal nomination to the Kentucky Paint Horse Club (KPHC) must also be a member of KPHC. If not already a member, they may submit their membership application at the time they submit their foal nomination form.
 - c. A copy of the APHA registration for each horse being nominated will be required.

Excerpt from KApOA ~ More Information at www.kyappaloosas.homestead.com :

All Appaloosas shown or ridden in KApOA events must meet the KY Bred eligibility requirements. The KY Bred definition is as follows: Horses foaled prior to 2007 showing on their ApHC registration that the animal was foaled in Kentucky. In addition, the breeder listed on the registration form must show a Kentucky address or the Appaloosa sire of the animal must have stood in Kentucky at the time of the breeding. Registered Appaloosa foals of 2007 and later must be born in Kentucky, show a Kentucky breeder address and be sired by an Appaloosa stallion standing in Kentucky.

Other breeds ~ More Information at www.KHRA.ky.gov