481 Snell Road • Shelbyville, Tennessee 37160
931-680-0897 • Fax 931-680-5701

BREEDING CONTRACT - OHTANI

This Agreement, by and between Sugar Creek, LLC ("Sugar Creek") and the undersigned Owner or Lessee of the mare described below ("Mare Owner):

1. **Engagement.** The Mare Owner hereby engages one breeding service to **OHTANI** the "Stallion") for the Mare listed below for use during Sugar Creek's breeding season. The breeding season runs from October 1st-December 1st and March 1st -July 1st each year.

Mare Name: _____ **Registration No.**: _____

Breeding Fee. The breeding fee shall be $1,194 due at time of service

2. **Other Services and Expenses.** It is understood that in addition to the above-stated breeding fee Mare Owner(s) shall pay a lab processing fee of **$25** per insemination dose. This fee applies to all inseminations of mare. Mare Owner shall pay stall board expenses at the rate of: **$22** per day for a dry mare **$25** per day for a mare with foal or **$14** per day for mare in the pasture. Any vet services and/or related expenses including transportation to a veterinary facility, farrier services, special dietary services, and all other services and expenses reasonable or appropriate to ensure the well-being and breeding of the Mare and/or her foal will also be the responsibility of the Mare Owner. Board and veterinary fees are subject to change. Sugar Creek will issue monthly statements of all such charges pertaining to board and services provided directly by Sugar Creek. Veterinarian service and other vendor services will bill directly to the Mare Owner from service provider. Mare Owner agrees to pay these charges in full upon receipt. Such charges shall be paid in full whether or not the Mare is settled/pregnant. In the event such payments are not received when due, Mare Owner acknowledges and agrees Mare Owner shall pay to Sugar Creek a 1.5% monthly (18% per annum) carrying fee on the total sum of any amount not paid when due. Mare Owner shall pay all reasonable attorneys' fees, paralegal fees, accountant fees and any other cost and expenses incurred by Sugar Creek in pursuing collection of the sums owed under this Agreement.

3. **Conditions for Acceptance of Mare.** A photocopy of both sides of the Mare's registration papers must be furnished and returned with this Agreement. Mare Owner represents and warrants that the Mare is healthy, of sound breeding condition, halter broken, is free from infection or disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the Mare's arrival at Sugar Creek the Mare must have a veterinarian's health certificate including worming and vaccination records and a current negative Coggins Test. If these documents are not presented in acceptable form upon Mare's arrival, Sugar Creek shall have a veterinarian make proper test and evaluation at Mare Owner's expense. Sugar Creek reserves the right to refuse acceptance of the Mare, if, in the opinion of Sugar Creek, the Mare is not in satisfactory condition. . If the Mare is refused, there will be no refund of the breeding fee. Another mare owned by Mare Owner may be substituted. If no other mare is available this Agreement shall terminate and the parties shall be relieved of any further obligations or liability hereunder, except Mare Owner's obligation to remove the Mare from Sugar Creek premises at Mare Owner's expense and Mare Owner's obligation to pay any outstanding charges and expenses.

4. **Breeding and Risks.** Sugar Creek will use reasonable diligence to settle the Mare and shall have sole discretion in determining the method of breeding the Mare. Should the Mare not settle, Mare Owner releases and holds harmless Sugar Creek from any resulting losses or damages. Mare Owner fully understands, authorizes and assumes the inherent risks and dangers in keeping, breeding and transporting horses and acknowledges that mortality and other insurance is solely the Mare Owner's responsibility.

5. **Transportation and Release.** Mare Owner shall be solely responsible for arranging and paying the costs for transporting the Mare. The Mare will not be released to Mare Owner or any agent until all fees and expenses are paid to date. Sugar Creek shall have a lien against the Mare and/or foal until such time as all charges and expenses are paid in full. This lien shall survive any transfer of possession. Mare Owner shall provide Sugar Creek with reasonable notice of intent to pick up the Mare. Mare Owner shall provide Sugar Creek with written authorization to release the Mare to any third-party transporter and Sugar Creek shall have no obligation to release the Mare without such written authorization. Upon commencement of the loading of the Mare by a third-party transporter, Mare Owner assumes full responsibility and liability for the health, welfare, care, soundness, breeding condition, and transportation of the Mare and any such foals.

6. **Shipping Terms and Conditions.** Shipping Terms and Conditions. Breeding provided by fresh cooled semen will be shipped according to the terms and conditions for shipped cooled semen set forth in Addendum A and fully incorporated herein. Breeding provided by frozen semen will be shipped according to the terms and onditions for frozen semen set forth in Addendum B and fully incorporated herein. (Click on Addendum A or Addendum B for the document you desire.)

7. Disclaimer. Semen will be collected only on established breeding days and Sugar Creek will use reasonable diligence that the mare is bred on the day in her cycle that will coincide with possible fertilization. No representations or warranties are made or implied that the semen will be available at the time mare is ready to be bred. Mare Owner hereby disclaims and releases Sugar Creek from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that Sugar Creek has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited trait. SUGAR CREEK DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree that if a dispute between Mare Owner and Sugar Creek arises, Mare Owner's damages, expenses, costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to an amount equal to the breeding fee specified herein.

8. Live Foal Guarantee. This agreement begins the day it is signed by the Mare Owner and all stallion service fees are paid. Any time limitations begin on the first day mare is inseminated, which must occur within 12 months from signing this agreement. Sugar Creek provides a limited guarantee that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that a foal stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare Owner shall be entitled to return the Mare or a substitute mare approved by Sugar Creek for breeding to the Stallion for the following breeding season only. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare Owner is responsible for payment of all boarding charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare Owner also remains subject to all terms and conditions of this Agreement. This obligation by Sugar Creek to rebreed will apply only if the Mare Owner notifies Sugar Creek within forty-eight (48) hours of foaling that the Mare did not produce a live foal and within fourteen (14) days after the Mare Owner's notice to Sugar Creek Mare Owner certifies to Sugar Creek that the birth was properly managed and also produces a statement from a licensed veterinarian stating details explaining the failure of the Mare to produce a live foal. It is agreed that this provision will be of no further effect if the Mare is taken to any other stallion before returning to the Stallion. If Mare Owner fails to rebreed the following year, then all fees paid shall be forfeited, the right to rebreed is canceled and Sugar Creek is released from all obligations of this Agreement.

9. Certificate and Multiple Foals. Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, Sugar Creek shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foal. NO REGISTRATION FORM WILL BE ISSUED IF MARE OWNER HAS AN UNPAID BALANCE OF SUGAR CREEK FEES OR SERVICES.

10. Substitution. This contract cannot be traded, sold or transferred, in any fashion, to another party. If the Stallion dies, is unavailable, or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void. Sugar Creek, at its sole discretion may substitute another stallion in this event only with written consent of substitute stallion's owner. No refund will be made on the breeding fee.

11. No Representations or Warranty. Mare Owner agrees and acknowledges that Sugar Creek has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.

SUGAR CREEK DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING.

12. **Waiver/Indemnification.** Sugar Creek shall not be liable for any damages to the Mare arising out of or from the keeping or breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, theft, running away, death, or injury during or after the term of this Agreement, whether the Mare is on Sugar Creek property or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at any time during the term of this Agreement and in no case shall Sugar Creek, its owners, management, agents, and/or employees be held liable. Owner shall indemnify Sugar Creek, its owners, agents, management, and employees for all damages sustained or suffered by reason of the breeding or keeping of the Mare and for any claims arising out of the breeding act or keeping of the Mare. WARNING: Under Tennessee 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 the equine activities.

13. **Miscellaneous.** It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of Sugar Creek; (d) this Agreement shall be governed by the laws of the State of Tennessee and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be instituted in the Bedford County Circuit or Superior Courts, Shelbyville, Tennessee, or in the United States District Court for the Middle District of Tennessee, Nashville Division and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of Sugar Creek to require performance of any provision of this Agreement shall not affect Sugar Creek' right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of Mare Owner; (h) should it be necessary for Sugar Creek to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by Sugar Creek; and (i) Mare Owner acknowledges that Sugar Creek acts solely as agent for the owner of the Stallion, and Sugar Creek will be bound by the terms of this Agreement only for so long as Sugar Creek is designated as the agent for the Stallion.

Mare(s) Owner

Signature: _____ **Date**_____

Printed Name_____

Address_____

City_____, **State**_____, **Zip Code**_____

Phone(Primary)_____ **Phone(Secondary)**_____

Payment By:____**Check**____**Cash**____**American Express** ___ **Visa** ____**Master Card** ___**Discover Card**

Credit Card Number:_____-_____-_____-_____**Expiration Date:**_____/_____

Authorization Code (last three numbers from back of card) _____

Cardholder's Signature_____

Credit card charges will be charged a service fee of 4.0% of total credit charge. An insufficient funds fee of $60.00 will be charged on all returned checks

Sugar Creek, the Stallion's Authorized Agent

By:_____