



2010 Perks Firewater Flit Breeding Contract

This contract is made and entered into this _____ day of _____, 200_.
Buddy & Suzan Adams as “Stallion Owner” and _____
hereinafter referred to as “Mare Owner”. This contract sets forth the rights and responsibilities
of both parties for the 2009-breeding season.

1. Breeding Privilege. The Mare Owner has engaged one service to **PERKS FIREWATER FLIT, AQHA # 4611609**, hereinafter referred to as “the Stallion”, for the mare _____, Registration # _____, hereinafter referred to as “the Mare”, for the 2010 breeding season. The breeding season in force for this contract begins March 1 and ends July 1 for the year listed on this contract. The Stallion will be standing at Adams’ Quarter Horses, Junction City, Kansas.

2. Booking and Stallion Service Fees. The Stallion service fee is \$650.00. Included within this fee is a non-refundable booking fee of \$200, payable with this contract, which will reserve a breeding to The Stallion for the 2009 breeding season. The Mare Owner agrees to pay the balance of \$450.00, by certified check or money order, prior to the shipment of semen or upon arrival of the mare for breeding. The mare will not be allowed to remain at Adams Quarter Horses facilities until the fee has been paid in full by acceptable form of payment. Mare care will be \$7.50 per day (wet or dry) for outside pens. Limited stalls are available for \$10.00 per day (wet or dry). Please specify which you would prefer when sending your deposit.

3. Chute Fee. A chute fee of \$175.00 is due prior to each shipment of semen for the first and second collection and shipment. If a third, or subsequent, shipment is requested for The Mare, the chute fee will increase to \$200 for the third shipment and every shipment thereafter. This fee covers all collection and shipping costs for a single semen shipment to the Mare Owner.

4. Container Fees. Semen shipments will be sent by Fed-Ex overnight delivery. If an Equitainer is used, a refundable \$250 security deposit is due prior to shipment of the semen. Equitainers must be returned to the Stallion Owner at the Mare Owner’s expense within 7 days. Should the Mare Owner fail to return the Equitainer to the Stallion Owner by the fifth (5th) working day after receipt, a \$10 per day rental fee will be charged to the Mare Owner for the fifth, sixth and seventh days. If the Equitainer is not returned to Stallion Owner within seven (7) business days the entire \$250 deposit will be forfeited to Stallion Owner. Mare Owners may forward their own Equitainer (BOLDLY marked with your name and address) at no charge. Equitainers belonging to mare owners, must be clean and in good condition. If a disposable shipping container is used, a non-refundable fee of \$40 must be paid in full prior to shipment of the semen. Mare Owner may return this container if additional shipments are required, otherwise, Mare Owner will be charged for an additional container.

Please check your desired option for semen shipment:

- Equitainer
- Will forward personal Equitainer with all necessary equipment (ballast bags, coolant cans, etc.)
- Disposable container (The Stallion Owner will only send an Equitainer for long distance shipping)

5. Semen Requests. Mare Owner shall notify the Stallion Owner when The Mare is coming into heat. Requests for semen must be received by NOON (Central time) the day prior to shipping. All requests for shipped semen will be filled as received and are subject to availability. Late orders will be filled if possible but are not guaranteed. The Stallion Owner will ship semen on Monday, Wednesday, and Friday only. The Mare Owner must cancel a shipment by 10:00 a.m. (Central time) on the day semen is to be shipped to avoid chute fee charges. Stallion Owner agrees to ship one (1) insemination dose (two doses if available) per shipment in an industry standard container. An insemination dose will be defined as one (1) billion viable sperm at the time of packaging.

6. Condition and Ownership. Mare Owner represents and warrants that The Mare is in sound breeding condition and free from disease and infection. The responsibility for conception is on the Mare Owner. The Mare Owner certifies that the address of record for shipment is a suitable facility for the artificial insemination of The Mare contracted to be bred. It is the Stallion Owners stated preference that a qualified, experienced licensed veterinarian or technician competent in the use and handling of cooled semen perform the insemination. If multiple shipments are requested, the Stallion Owner reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. A photostatic copy of The Mare's registration papers (both sides) should be submitted with this contract. The Mare Owner, whose signature appears below, further warrants that he/she is the owner or lessee of record of The Mare.

7. Waiver of Liability. If the mare fails to settle, for any reason, the Stallion Owner shall be held blameless. Further The Mare Owner hereby agrees to release from liability and hold harmless the Stallion Owner for any loss or damage to The Mare due to, but not limited, injury, sickness, theft, escape, death or any other loss resulting or occurring during the period of time The Mare is at or left with Adams' Quarter Horses for purposes of the performance of the services herein contracted. This waiver of liability for any loss or damage to The Mare extends through the period of time while The Mare is at Adams' Quarter Horses and for any injury or sickness, or other loss which may develop after The Mare has been returned to Mare Owner but attributed back to the period of time The Mare was at the facility for performance of this contract.

Should The Mare become injured, ill or any other emergency event arise, the Stallion Owner will notify the Mare Owner immediately at the number designated in this agreement for such purposes. It will be then the responsibility of the Mare Owner to make decisions with respect to the care or action to be taken with respect to the emergency or event. The Stallion Owner will assist solely based upon the decisions and directions as provided by the Mare Owner.

Signature of Mare Owner accepting paragraph 7 and thereby waiving of liability

8. Live Foal Guarantee. The Mare Owner is guaranteed one “live Foal”. “Live foal” means that the foal will stand and nurse without assistance. It is understood that if the Mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed the following year only, provided proper written notification is given to the Stallion Owner. A licensed veterinarian shall define proper notification as written certification within one (1) week of the date that the Mare aborted or produced a non-viable foal. The Mare Owner shall further certify that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the Mare’s departure from the Stallion farm. The Live Foal guarantee herein will be void and the Stallion Owner released from liability if:

- a. The Mare Owner prior to foaling sells the Mare, unless approved by the Stallion Owner.
- b. Booster rhinopneumonitis vaccinations were not given as indicated by the individual drug manufacturer as the Mare progresses throughout her pregnancy.

9. Breeder’s Certificate. A breeder’s certificate will be issued after all fees and expenses have been paid in full and upon notification of birth of a live foal.

10. Substitution. This contract is non-assignable and non-transferable. Should the above named Stallion die, be sold by the owner, or become unfit for service prior to settling the Mare, this contract will become null and void. In the event that the stallion is unfit to rebreed a mare the entire stud fee will be refunded including the booking fee. In the event the Mare fails to settle to the above named Stallion, the Mare Owner may substitute another mare agreed upon by the Stallion Owner for either the current breeding season for the following season only.

11. Binding and Entire Agreement. When the above named Mare Owner signs and returns one copy of this contract to the Stallion Owner, it will then be a binding contract on both parties, subject to the above terms and conditions. The Mare Owner specifically acknowledges all requests made by The Mare Owner for services contracted herein and further, as set forth herein, waives liability of The Stallion Owner for loss or damages in the performance of said services. This contract is not valid unless completed in full and accompanied by the required documents and fee payment. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and Stallion and supersedes all other agreements or understandings between the parties, whether oral or written concerning the breeding of the Mare and Stallion. This contract is entered into the State of Kansas and will be interpreted and enforced under the laws of Kansas.

The undersigned hereby agrees to all of the terms set forth above.

Mare Owner’s/Authorized Agent’s Signature _____ Date _____ Address _____

Daytime Telephone _____ Evening Phone _____ Emergency Phone _____

Stallion Owner (Buddy or Suzan Adams) _____ Date _____

We want to thank you for your interest in breeding to Perks Firewater Flit. “Perks” as we call him offers the most prominent barrel horse horse genetics available today. Here is an opportunity to show the performance horse industry a horse that will produce offspring that can be a step into the future. His pedigree is stacked with proven producers in the equine performance world. .

Sincerely,

Buddy and Suzan Adams

Checklists and Contact information

Adams’ Quarter Horses
Buddy or Suzan Adams
7762 Old Stage Road
Junction City, KS 66441

785-238-7192
buddy@adamsqh.com
www.adamsqh.com

Checklist to return with contract:

1. Read and sign contract. Once we have accepted and signed the contract we will return a copy to you for your records.
2. Enclose your booking fee.
3. If leaving your mare at Adam’s Quarter Horses for breeding, please specify whether you want your mare in an outdoor pen or if you will be requesting she be in a stall.
4. Enclose a copy of your mare’s registration papers, both front and back.



