

Breeding Services Agreement
Golladay Training At Cedar Ridge Arabians
John & Leah Golladay
PO Box 54 * Jordan, MN 55352

1. BREEDING FEE:

The undersigned, Owner ("Mare Owner") of the Mare (Name) _____
Registration # _____ and Breed _____ hereby agrees to breed to the
Arabian Stallion Candeman ("Stallion") AHRA# 623821 standing at Golladay Training, Inc. (hereafter
"GT") or its custodian, and to pay a booking fee of \$ _____ due and payable prior to the semen shipment or
breeding of the Mare AND a breeding fee of \$ _____ covering the 2016 breeding is due and payable before
the first semen shipment will be sent, for a total breeding fee of \$ _____ (NAME OF MARE,
REGISTRATION # AND BREED ARE REQUIRED TO COMPLETE THIS CONTRACT.)

2. FOR TRANSPORTED (COOLED) SEMEN

Prior to the transportation of a Stallion's semen, all fees in connection with shipping must be paid in full. The semen collection fee shall be \$250.00. Please provide a Fedex Account # or fill out a credit card authorization form for shipping fees. Shipment container must be returned via Federal Express Overnight service within 72 hours of receipt. In the event of a container not being returned on time there is a \$25.00 per day late charge. All fees, deposits and late charges must be paid in full prior to each shipment.

3. CONDITIONS FOR ACCEPTANCE FOR MARES TO BE BRED BY TRANSPORTED SEMEN:

Prior to the semen shipment to the Mare owner, GT or its custodian shall be furnished with a copy of the mare's registration papers. The mare must also have a negative uterine culture (90 days) prior to semen shipment

4. TRANSPORTED SEMEN AGREEMENT

- 4.1 COLLECTION SCHEDULE - Collection of semen for shipment will occur at 11:00 A.M. Central Time on Mondays, Wednesdays, and Fridays throughout the designated breeding season. Shipment will be by priority overnight FedEx unless otherwise designated.
- 4.2 NOTIFICATION FOR SHIPMENT- Mare owners must notify GT or Custodian 24 hours in advance or up to 10 A.M. Central Time on the day of a scheduled collection for overnight FedEx. If airline shipment is requested, notifications MUST be 24 hours in advance for proper scheduling. Semen availability will be on a first come first served basis. Purchaser expressly acknowledges that all orders for semen are subject to availability.
- 4.3 SEASONAL LIMITATIONS- A mare owner may not receive more than six (6) semen shipments during a regular breeding season. With proper notice another mare may be substituted or the original mare may be sent to GT or its affiliates for on the farm insemination.
- 4.4 DESIGNATED BREEDING SEASON- Breeding season is from February 15 through August 31. The Stallion Owner reserves the right to exhibit Stallion at certain horse shows during breeding season. Semen will not be available at these times. The Stallions show schedule is available by calling GT at (515-520-7604).

5. REBREEDING PRIVILEGE:

GT and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one, which stands and nurses for at least 24 hours. Should the Mare abort at any time after being confirmed in foal to the Stallion, or should her foal be born dead, the Mare Owner is guaranteed a return privilege for the same Mare or a substitute Mare, during the same or next season free of any additional fees except for any unpaid services, expenses, or fees under numbers 1 and 2. If a return privilege is exercised after the same or next season a fee of \$500.00 shall be charged and paid plus any unpaid services, expenses, or fees under numbers 1 and 2. The return breeding privilege can only be exercised for the two (2) breeding seasons following the initial breeding season.

This privilege shall not apply unless, GT or its custodian is notified by registered or certified mail, return receipt requested, within ninety-six (96) hours of delivery of the aborting foal's death and a statement by a licensed Veterinarian follows within twenty (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner, or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

6. CONTRACT NULLIFICATION:

It is understood that should the Stallion die or become unfit for service and the Mare does not produce a foal, this contract shall become null and void, in which case, money paid as breeding fees only, shall be refunded as per #10 to the Mare Owner while monies paid for services under #2 shall not be refunded. Furthermore, in the event the Stallion dies or becomes unfit for service; frozen semen will not be made available to fulfill this contract.

7. REPRESENTATION:

GT hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated on the Semen Collection Report, and that any other information on the Report shall be accurate. GT DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND/ OR FITNESS FOR A PARTICULAR PURPOSE. GT hereby represents to that all applicable Mare and personal information is true, complete and correct.

8. WAIVER OF LIABILITY:

Except in the event of gross negligence, recklessness, or willful misconduct by GT, its agents, servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death or injury which may suffer by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Mare Owner understands that GT does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion, and that all risks connected with connected with breeding or provision of any service to the Mare and such foal shall be born solely by the Mare Owner. MARE OWNER HEREBY AGREES THAT GT PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NON- PERFORMANCE OF OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES IN REPRESENTATIONS MADE IN THIS AGREEMENT, IN NO EVENT SHALL GT BE LIABLE FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.

9. PAYMENT OF FEES:

Mare owner hereby agrees to pay GT all applicable charges, fees, services and expenses identified on the agreement Except for those which require payment in advance, the charges, fees and expenses shall be due and payable within 15 days of any invoice rendered by GT. Mare owner will pay a late charge of one and one-half percent per month or the greatest charge allowed by law on all past due moneys. All payments shall be paid in lawful money of the United States at the office of GT in Jordan, MN.

10. REFUND OF FEES:

The only fees that are refundable under this agreement are the breeding fees and the container fee. The breeding fees are only refundable should the stallion die or be unfit to breed for any reason. The fees are refundable only as follows:

- 1) Fully refunded if no semen has been shipped or breeding attempted.
- 2) Fifty percent (50%) of the breeding fee will be refunded if semen has been shipped for the first year of breeding or at least one breeding attempt.
- 3) No refund will be made if semen has been shipped or breeding attempted in two or more years.
- 4) The container deposit is refundable when mare is checked in foal, or when the container is no longer needed for more shipments of semen to mare Owner.

11. TRANSFERS OR SALE OF BREEDING:

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The breeding or re-breed right may only be transferred with the sale of the above Mare. Only if the breeding has been completely paid for, the new Mare Owner executes a new service contract, and pays 20% of the breeding fee, as a transfer fee, within 30 days of the sale or the breeding becomes nullified. There are no other provisions for the transfer or sale of these rights.

12. MISCELLANEOUS PROVISIONS:

Mare owner hereby agrees to indemnify and hold harmless the GT parties harmless from and against any and all claims, demands, causes of action, damage, costs, and expenses. Losses or liabilities, at law or in equity, of every kind and nature know or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, or any foal resulting from any breeding of the Mare to the Stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to Mare or any foal of the Mare while they are in custody of GT parties. This agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this Agreement may be amended or modified only in writing, with 30 days notice, signed by both parties.

Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of the Agreement with proper for first-class mail.

Mare Owner shall reimburse GT for all costs, fees and expenses, including reasonable attorney's fees incurred by rights under this Agreement, and for all federal, state, and local sales or use tax liabilities, if any, connected with however, taxes based on the net income of GT.

In the event of the dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney s fees, costs, and disbursements arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings.

This agreement may be executed in counterparts. Any lawful or unenforceable provisions of this Agreement shall be severable without affecting the validity of the balance of the agreement.

This agreement shall be governed by construed in accordance with the laws of the state of Minnesota.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS AGREEMENT.

----- Mare Owner	----- Date
----- Address	----- Semen Shipping Address if Different
----- City, State, Zip code	----- City, State, Zip Code
----- Mare Owner Signature	----- PHONE NUMBER (IMPORTANT)
----- RED TAIL ARABIANS, LLC	----- DATE

SHIPPING INFORMATION SHEET
GOLLADAY TRAINING

Golladay Training, LLC at Cedar Ridge Arabians.
Mailing: PO Box 54 Shipping: 20335 Sawmill Road
 Jordan, MN 55352 Jordan, MN 55352
 Phone: 515.520.7604 (Leah) 847.668.3538 (John)
 Fax: 952.492.3585 Leah@cedarridgearabians.com

MARE OWNER OR LEASEE: _____

PHONE: _____ **CELL:** _____

MARE'S NAME: _____ **REG#** _____

BREED _____

MARE'S NAME: _____ **REG#** _____

BREED _____

MARE'S NAME: _____ **REG#** _____

BREED _____

MARE MANAGER OR CONTACT: _____

PHONE: _____ **CELL:** _____

FAX: _____ **E-MAIL:** _____

FEDEX (next day delivery) _____ **HOLD FOR PICKUP:** _____ **SATURDAY DELIVERY:** _____

CHARGE CREDIT CARD FOR SHIPPING _____ (fill out attached authorization form) **OR**

FEDEX ACCOUNT # _____

AIRPORT (same day delivery) _____ **AIRPORT INITIALS:** _____

CLOSEST AIRPORT IF SHIPPING BY AIR: _____

AIRLINE: _____

SHIPPING ADDRESS:

FEDEX OR SATURDAY ADDRESS:

Stallions are collected **Mondays, Wednesdays, Fridays and Saturdays.** Call Golladay Training, Leah or John Golladay at 847.668.3538 (John) or 515.520.7604 (Leah) to order semen shipped. Please let us know when the mare comes into estrus (heat) as this helps in planning collections. Semen is shipped on a first call, first ship basis. All orders are preferred the day prior to shipment, but orders for **Monday, Wednesday, and Friday** will be taken up to **11:00 AM Central time.** Orders for **Saturday** will be taken up to **5:00 PM on Friday. Holiday Shipments: Call day before by 5:00 PM.**

Thank you. Please call (515) 520-7604 if you have any questions.

GOLLADAY TRAINING

SUMMARY SHEET

- 1) COMPLETE BREEDING CONTRACT & SIGN
- 2) SEND ABOVE WITH A STALLION BOOKING FEE, AND A COLLECTION FEE OF \$250 TO GOLLADAY TRAINING, LLC., PO BOX 54 JORDAN, MN 55352. MAKE CHECKS PAYABLE TO GOLLADAY TRAINING. PLEASE PROVIDE A FEDEX ACCOUNT # OR A CREDIT CARD FOR SHIPPING FEES.
*****Online payment is available*****
- 3) **NO SEMEN WILL BE SHIPPED UNLESS THE ABOVE FEES HAVE BEEN PAID AND AGREEMENTS HAVE BEEN SIGNED AND RETURNED.**
- 4) FILL OUT SHIPPING INFORMATION SHEET AND YOUR CONTRACT, SIGN, AND RETURN WITH A COPY OF MARE'S REGISTRATION PAPERS. MAIL TO GOLLADAY TRAINING, PO BOX 54, JORDAN, MN 55352.
- 5) PLEASE CALL GOLLADAY TRAINING, JOHN OR LEAH GOLLADAY AT 515.520.7604 (LEAH) WHEN YOUR MARE COMES IN HEAT AND WHEN YOU WISH TO RECEIVE YOUR SHIPMENT OF SEMEN. REMEMBER 24 HOUR NOTIFICATION IS NECESSARY AND COLLECTIONS ARE 11 A.M. CENTRAL MONDAY, WEDNESDAY, AND FRIDAY. FOR A SATURDAY SHIPMENT, CALL BY 5 PM. CENTRAL ON FRIDAY. **FIRST CALL FIRST SERVE.**
- 6) RETURN EQUITAINER AND CONTENTS (WITHIN 72 HOURS) TO: GOLLADAY TRAINING AT CEDAR RIDGE ARABIAN, 20335 SAWMILL RD, JORDAN, MN 55352. IF NOT RECEIVED WITHIN 72 HOURS, YOU WILL BE CHARGED \$25.00 PER LATE DAY.
- 7) PLEASE NOTIFY GOLLADAY TRAINING, LLC. AT 515.520.7604, WHEN YOUR MARE IS CHECKED IN FOAL. A REBREED CHARGE WILL BE ASSESSED IF WE ARE NOT KEPT INFORMED OF THE STATUS OF YOUR BREEDING.

Credit Card Authorization Form

This form is used to authorize Golladay Training, LLC to charge your credit card for ongoing shipments of semen, after the first shipment, via credit card. Please fill out form completely and return it to us via fax at (515) 296-1529, email to Leah@cedarridgearabians.com or via US Mail at the following address:

Golladay Training
PO Box 54
Jordan, MN 55352

Credit Card Information

Credit Card type: AMEX Discover MasterCard VISA

Card Number: _____ Exp. Date: _____

Card Security Value: _____
(See back of card for 3 or 4 digit number on signature strip or for AMEX on front above last digits)

Name on Card: _____

Credit Card Billing Address (where you receive your credit card statements):

Street: _____

City: _____ State: _____ Zip Code: _____ Country: _____

Automatic Payment (Optional):

I would like to automatically pay for my Golladay Training services each month with this credit card.
Payments made directly to Golladay Training with credit cards are subject to a 2% service charge. (No service charges will apply if paying for entries directly to the show association.)

Please enter your initials: _____ Services only _____ Show Entries only _____ Services & Entries
(VISA or MC only)

Golladay Training, LLC Account Information

Customer or Farm Name: _____

Address: _____

Horse Name (s): _____

Authorization

I hereby authorize Golladay Training LLC, to charge for each semen shipment via Fedex or for each shipment via the scheduled airlines requested.

Comments: _____

In addition, if I have initialed the automatic payment section above, I authorize Golladay Training to charge my card during the first week of each month for all fees due that month for the services I have contracted to, until I notify them otherwise in writing. I understand that the fees due will include the regular monthly fees for that month, and may include additional fees from the previous month. I also understand that the first charge placed on my card will include the balance already due on my account, if any. I also understand that if I have initialed the show entries section, I will be charged for each show entered that accepts credit cards.

I agree to pay the above credit card charges in accordance with the Card Issuer Agreement.

Cardholder Signature: _____ **Date:** _____