

**RAGING IMPULSE**  
**2009 AQHA/APHA EARLY BOOKING BREEDING CONTRACT**

*Proudly Owned By*  
**DVW Quarter Horses & Paints**  
**Dave and Valerie Watson**  
12860 E. Lyons Rd. London Mills, Illinois 61544  
Phone: 309-778-2436, Cell: 309-221-3152, Fax: 309-778-2436

*Standing At*  
Snodgrass Equine Hospital  
6000 Scottsville Road  
Bowling Green, KY 42104  
Kacey Fields - Breeding Manager

This contract is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and among the undersigned, Agent ("Agent") for Dave and Valerie Watson, ("Stallion Owner") and, Mare Owner or Lessee ("Mare Owner"). This contract sets forth all rights and responsibilities of the parties for the 2008 breeding season.

1. **Breeding Privilege.** Mare Owner agrees to breed the mare registered as, AQHA/APHA Registration # \_\_\_\_\_, ("Mare"), to the Stallion, **Raging Impulse, AQHA #4121753/APHA # 507,978**, ("Stallion"), during the 2008 breeding season (commencing February 1, 2008 and ending June 30, 2008).
2. **Booking and Stallion Service Fees.** Upon signing, Mare Owner agrees to pay a non-refundable booking fee of **\$ 300.00 prior to January 31<sup>st</sup>, 2009** to reserve a breeding to Raging Impulse for the 2008 breeding season. This booking fee may not be transferred to another mare owner or carried forward to a different breeding season. Mare Owner further agrees to pay the entire remaining Stallion Service Fee of **\$ 450.00** prior to any shipment of semen or prior to delivery of the mare to the farm.
3. **Mare Condition, Registration, and Ownership.** Mare Owner warrants that the mare is healthy, in sound breeding condition and is registered with one or more recognized breed associations as indicated in paragraph 1 above and that Mare Owner is the current owner or lessee of said Mare. A current copy of the mare's registration papers and/or a fully executed lease agreement from the Mare's breed association must be attached to this Agreement. Mare Owner further warrants registration papers and/or lease agreements for Mare are up-to-date and accurate and show Mare Owner to be current owner of Mare or Mare Owner will attach a fully executed lease agreement with the association shown above.
4. **Waiver of Liability.** Both parties agree to diligently try to settle Mare. If Mare does not settle, Mare Owner will hold Stallion Owner harmless from any loss or damage. Neither Stallion Owner nor Farm will be liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Neither is Mare Owner liable for any injury, sickness, disease or death of Stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties.
5. **Live Foal Guarantee ("LFG").** Stallion Owner provides a limited guarantee that a single "Live Foal" will result from the breeding privilege 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 will be entitled to rebreed Mare to Stallion in the 2009 breeding season only. Mare Owner must notify Stallion Owner within forty-eight (48) hours of foaling that the mare did not produce a live foal.
6. **Paint Horse Color Guarantee. (To APHA mares only)** If the resulting foal is ineligible for regular APHA registration papers, for the sole reason that it fails to exhibit the minimum amount of white hair over unpigmented (pink) skin required for regular APHA registration papers, a return breeding will be guaranteed the following breeding season only (one time). A color rebreed fee of \$650.00 plus collection/shipping and FedEx fees must be paid in advance of the return breeding or the color guarantee is void. There is no color guarantee for the return breeding. There is no color guarantee on any breeding purchased through stallion service auctions or donated stallion services. A color guarantee will not apply to quarter horse mares.
7. **Death or Sale of Stallion.** If Stallion dies, is sold, or becomes incapable of servicing mares for any reason and Mare has not achieved a pregnancy in 2008, this Agreement will become null and void and Stallion Owner may choose to refund one half the Stallion Service Fee less any fees incurred to that date, or fulfill this breeding obligation through the use of frozen semen, at his sole discretion, and the parties to this Agreement will be released from any further liability. In the event that frozen semen is made available, additional fees will be incurred. The LFG provided herein become null and void upon death or incapacity of Stallion.
8. **Death of Mare.** If Mare dies or becomes unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute Mare, owned by or leased to Mare Owner, to Stallion. No refunds shall be given.
9. **Certificate and Substitutions.** Stallion Owner will issue a breeding certificate upon notification of live birth of foal. All charges must be paid in full prior to issuance. Mare Owner shall not sell, gift, donate, or assign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from its obligations. A breeding certificate shall be issued only for mare appearing on this Agreement.
10. **Miscellaneous Provisions.**
  - a. The Mare will not be bred to the Stallion without a fully signed copy of this Agreement received and approved by Stallion Owner or Agent;
  - b. Mares that fail to settle within said breeding season shall be carried over to the 2009 season only if Mare Owner has attempted to breed mare for at least three cycles or if less than three, as many cycles as were available to breed after the mare foaled and prior to the end of the season.
11. **WARRANTY.** NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS WILL BE GIVEN.
12. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties.
13. **Amendment.** This Agreement cannot be amended except in writing and signed by both parties.
14. **Choice of Law.** This contract is entered into the State of Illinois, and will be interpreted and enforced under the laws of Illinois.
15. **Proper Parties.** The parties signing below represent that they are fully authorized to execute this Agreement.

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2008.

Stallion Owner or Agent Date \_\_\_\_\_

Mare Owner/Recorded Lessee/Agent Date \_\_\_\_\_

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6000 Scottsville Road  
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**Fees For This Contract:**

\$450.00 Stallion Service Fee  
\$300.00 **Early Booking Fee By January 31<sup>st</sup> 2009 (non-refundable)**  
Sub-Total \_\_\_\_\_ (Payable to DVW Quarter Horses & Paints)  
Kentucky Sales Tax \_\_\_\_\_  
Total Breeding Fee \_\_\_\_\_ (Payable to DVW Quarter Horses & Paints)

Name on Card:  
Card Number: Exp. /  
Signature:

**Contact Billing Information**

Mare Name: Registration #:  
Registered Owner Name: Association ID:  
Mare is Leased To: Association ID:  
Billing Name and Farm Name:  
Billing Address:  
City, State/Province, Zip:  
Daytime Phone: Evening Phone:  
Fax Number: Cell Phone:  
E-mail address:  
Mare Status: \_\_\_\_\_Maiden \_\_\_\_\_ Open for 2009 Season \_\_\_\_\_ Expecting/has 2009 foal  
Embryo Transfer: \_\_\_\_\_ NO \_\_\_\_\_ YES Number of embryos desired by this cross? Will mare also carry a foal?  
Will Mare Be Bred in KY? \_\_\_\_\_ NO \_\_\_\_\_ YES Will Mare Be Coming to Snodgrass Equine Hospital? \_\_\_\_\_NO \_\_\_\_\_ YES Approx. Date: \_\_\_\_\_

**Agent Information (If Applicable)**

Agent Name/Farm Name:  
Agent Address:  
Agent City, State, Zip:  
Agent Phone: Agent Cell Phone:  
Agent Fax Number: Agent email:

**For Shipped Semen Only**

**Address for Delivery of Shipped Semen: Saturday Delivery Address (If Different):**

Delivery Contact: Delivery Contact:  
Delivery Ph: Delivery Ph:  
Facility: Facility:  
Address: Address:  
City, State, Zip: City, State, Zip:  
Is This a Residential Address? \_\_\_\_\_ NO \_\_\_\_\_ YES Is This a Residential Address? \_\_\_\_\_ NO \_\_\_\_\_ YES  
Approximate Date of First Shipment:  
Closest Airport: Airport 2nd Choice:

**Contact Kacey Fields at Snodgrass Equine Hospital to coordinate semen shipments at (270) 781-5041 or (270) 202-4207**  
**\$200.00 per shipment. Payable to Snodgrass Equine Hospital**