



**2015 BREEDING AGREEMENT for
Gold From Home (AQHA 5158290)**

This Breeding Agreement is made by and between **Hare Quarter Horses South, LLC**, a Texas Limited Liability Company, having an address of **PO Box 220, Lipan, TX 76462** (referred to in this Agreement as **HQH**) and

Name of Breeder: _____
(referred to in this Agreement as **Breeder**)

Breeder's Address: _____

City: _____ **State:** _____ **Zip:** _____

Phone Numbers: _____

Mare Name: _____
(Referred to in this Agreement as the **Mare**)

Mare Registration Number / Year foaled: _____

Mare Status:
Maiden: _____ Barren: _____ In Foal: _____ Foal at Side: _____
[Please attach a copy of the Mare's papers]

SUMMARY OF FEES (refer to next pages for Agreement details):

Note: All fees are due before semen shipment.

Stallion Fee \$500 Payable to Hare Quarter Horses (541-723-3330) *due one time only*

Collection Fee \$175 Payable to Peak Performance Equine Hospital (817-579-0287)

Shipping Fee \$90-\$125 *ESTIMATE ONLY* - Breeder is charged the actual shipping charge -
Payable to Peak Performance Equine Hospital (817-579-0287)

Fee varies depending upon method:

Pick-up: Frozen or Cooled

Fed Ex Overnight: Frozen or Cooled

Semen Shipping Container: \$50 (if not returned)

This Agreement is subject to the following terms and conditions:

1. Prior to requesting semen, Breeder **agrees to pay to HQH the Stallion Fee of \$500, payable to Hare Quarter Horses (541-723-3330 or 541-723-3333; PO Box 220, Lipan , TX 76462).**
2. Prior to requesting semen, Breeder agrees to provide **this Agreement and Mare's Registration Papers to Hare Quarter Horses.**
3. Breeder **agrees to pay Peak Performance Equine Hospital ("Peak Performance" 817-579-0287) the Collection Fee and Semen Shipping Fee** (must be paid for each semen shipment if more than one is needed).
4. By signing this Agreement, Breeder certifies that he/she is sole owner of the Mare, or has authority to enter into this contract on behalf of the owner of the Mare. Breeder agrees that only the Mare designated in this Agreement will be inseminated with the semen provided under this Agreement. Unless agreed to in writing by HQH, any attempt to breed more than one mare under this Agreement will void this Agreement. If Breeder needs to change the Mare they are going to breed, a new Agreement must be signed with the replacement mare's name, registration number, and all other pertinent information provided. Breeder may not assign this Agreement or substitute any other mare under this Agreement without the prior written agreement of HQH. Any attempted assignment, without prior consent of HQH will, at the option of HQH, terminate this Agreement and release HQH from all obligations hereunder.
5. HQH, or a party designated by HQH, will provide semen to the Breeder for use in breeding the Mare. HQH only assumes responsibility to ship semen in viable condition, and shall not be held liable for loss of viability during or after shipment, or any costs arising from shipment delayed, damaged, or lost in transit. HQH agrees to use reasonable efforts to ensure that each ejaculate is processed to optimize 24 hour post freeze or cool motility, and subsequent fertility.
6. Should the breeding of the Mare to the Stallion under this Agreement fail to produce a "live foal," Breeder shall have the right to breed the same Mare to the Stallion during the same or next breeding season without payment of the Breed Fee. For the purposes of this Agreement, a "live foal" is defined as a foal that stands alone, nurses and lives for 24 hours. This "live foal" right applies only if the Breeder (a) notifies HQH within 72 hours after the time the Mare did not produce a "live foal," and (b) within 10 days after the Breeder notifies HQH, provides HQH with a statement from a licensed veterinarian substantiating the failure of the Mare to produce a "live foal." It is understood and agreed by the Breeder that any shipping, handling, or other similar fees remain due and payable on any rebreed under this Agreement. Unless HQH and the Breeder otherwise agree in writing, if the Breeder fails to breed the Mare in the breeding year immediately following the breeding that resulted in this right accruing, then any and all fees paid shall be forfeited and the right to a rebreed is cancelled and this Agreement shall be deemed completed and terminated in accordance with its terms.
7. Stallion has been tested negative for the gene associated with Hereditary Equine Regional Dermal Asthenia (HERDA).
8. HQH will provide a Breeder's Certificate to the Breeder after HQH is notified that the Mare produces a "live foal" and any and all fees due and payable under this Agreement have been paid.
9. It is understood and agreed that if the above stallion dies, is sold, or becomes unfit for service, prior to a breeding that results in a "live foal", this Agreement shall become null and void and the Breeding Fee shall be refunded to the Breeder.

10. The Breeder agrees that HQH and its staff and/or contractors will not be responsible for accident, injury, sickness, or death to the Mare/foal for any reason, whether from fire, flood, theft or act of god. The Breeder agrees to and shall indemnify and hold harmless HQH and its staff and/or contractors from and against any and all claims, losses, damages, causes of actions, suits and liability of any kind including expenses of litigation, court costs, and attorney fees, for injury to, or the death of the Mare/foal, or for any damage to the Mare/foal arising out of, or in connection with, the services performed by HQH and its staff and/or contractors under this Agreement, regardless cause.

Please sign below and enclose a copy of Mare's Registration Papers and return to Hare Quarter Horses at PO Box 220, Lipan, TX 76462.

Payment of Stallion Fee (\$500) to Hare Quarter Horses is due before semen shipment.

By: _____ Date: _____
Breeder

By: _____ Date: _____
Hare Quarter Horses

Method of Semen Shipment (semen collection is as needed)

Contact "Peak Performance" 817-579-0287 before shipment is needed:

Peak Performance Equine Hospital
3658 W Hwy 377, Granbury TX 76048
(Veterinarian is Matt Imel, DVM; after hours # 254-595-0565)

Payment of Semen Collection Fee (\$175) and Shipment Fee (estimated at \$90-\$125) to Peak Performance Equine Hospital is due before semen shipment.

_____ Transported Frozen Semen _____ Frozen Semen Picked up
_____ Transported Cooled Semen _____ Cooled Semen Picked up

Address where semen will be delivered to:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Person/Farm managing mare for breeding: _____

Phone Number: _____

Attending Veterinarian: _____

Phone Number: _____

NOTE: Mare care, breeding, and/or foaling can be arranged (if needed) with Peak Performance Equine Hospital 817-579-0287.