



## 2015 BREEDING AGREEMENT for Gold Wrush 5044667

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 page for Agreement details):**

**Note: All fees are due before semen shipment or before mare bred if on-site.**

**Stallion Fee**      \$500      Payable to Hare Quarter Horses (541-723-3330)  
(send payment and contract to HQH - STEP 1)

**Shipping Fee**      \$90-\$125      *ESTIMATE ONLY* - Breeder is charged the actual shipping charge -  
(call Peak Performance to pay for and schedule shipment - STEP 2)

**Peak Performance Equine Hospital (817-579-0287)**

***ONLY FROZEN SEMEN IS AVAILABLE FOR GOLD WRUSH***

**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 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 frozen-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.
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. 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.
8. 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.
9. Gold Wrush has been 5-panel tested and all tests are normal/negative, except that he is determined to be a carrier (N/Hr) of the gene associated with Hereditary Equine Regional Dermal Asthenia (HERDA). Only mares that are Herda N/N should be bred. In the event that the Mare bred under this

agreement is also determined to be a carrier (N/Hr) of the HERDA gene, a hair sample of the foal resulting from the breeding under this Agreement must be tested at an approved laboratory before the foal reaches 12 months of age. If the foal tests positive (Hr/Hr) for the gene associated with HERDA, HQH will refund the Breeding Fee paid and issue a complimentary breeding for another mare owned by the Breeder. If Breeder elects to do so, the Breeder will return registration papers and a signed transfer for the foal to HQH.

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 of 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**

**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 Shipment Fee (est. \$90-\$125) to Peak Performance Equine Hospital is due before semen shipment. ONLY FROZEN SEMEN is available for Gold Wrush:**

\_\_\_\_\_ Transported Frozen Semen \_\_\_\_\_ Frozen 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: \_\_\_\_\_