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BREEDING CONTRACT – ON SITE

This Agreement, by and between Tera Gore and the undersigned Owner or Lessee of the mare described below ("Mare Owner):

1. Engagement. The Mare Owner hereby engages one breeding service to Krymsum N Gold (the "Stallion") for the mare (the "Mare") listed below for the 2016 breeding season.

Mare Name: _____ Registration No.: _____

2. Breeding Fee. The breeding fee shall be \$1,500.00 which includes a \$500 nonrefundable booking fee and 3 Chute Fees, which is due upon execution of this Agreement. The balance of the breeding fee is due upon arrival of Mare to Tera Gore. In accordance with Ohio Law, sales tax will be assessed on the breeding fees for all in-state mares.

3. Other Services and Expenses. It is understood that in addition to the above-stated breeding fee, Mare Owner shall pay board expenses at the rate of \$20 per day for a dry mare or \$24 per day for a wet mare and if necessary a foaling fee of \$375, plus veterinarian services and related expenses including transportation to a veterinary facility, farrier services, special dietary services, and all other services and expenses reasonable or appropriate to ensure the well-being and breeding of the Mare and/or foal. Tera Gore will issue monthly statements of all such charges and Mare Owner agrees to pay these charges in full upon receipt. Such charges shall be paid in full whether or not the Mare is settled. In the event such payments are not received when due, Mare Owner acknowledges and agrees Mare Owner shall pay to Tera Gore a 1.5% monthly (18% per annum) carrying fee on the total sum of any amount not paid when due. Mare Owner shall pay all reasonable attorneys' fees, paralegal fees, accountant fees and any other cost and expenses incurred by Tera Gore in pursuing collection of the sums owed under this Agreement.

4. Conditions for Acceptance of Mare. A photocopy of both sides of the Mare's registration papers must be furnished and returned with this Agreement. Mare Owner represents and warrants that the Mare is healthy, of sound breeding condition, halter broken, is free from infection or disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the date of this Agreement. Prior to the Mare's arrival with Tera Gore, the Mare must have a veterinarian's health certificate including worming and vaccination records and a current negative Coggins Test. If these documents are not presented in acceptable form upon the Mare's arrival, Tera Gore shall have a veterinarian make proper test and evaluation at Mare Owner's expense. Tera Gore reserves the right to refuse acceptance of the Mare, if, in the opinion of Tera Gore, the Mare is not in satisfactory condition. If the Mare is refused, this Agreement shall terminate and the parties shall be relieved of any further obligations or liability hereunder, except Mare Owner's obligation to remove the Mare from Tera Gore at Mare Owner's expense and Mare Owner's obligation to pay any outstanding charges and expenses.

5. Breeding and Risks. Tera Gore will use reasonable diligence to settle the Mare and shall have sole discretion in determining the method of breeding the Mare. Should the Mare not settle, Mare Owner releases and holds harmless Tera Gore from any resulting losses or damages. Mare Owner fully understands, authorizes and assumes the inherent risks and dangers in keeping, breeding and transporting horses and acknowledges that mortality and other insurance is solely the Mare Owner's responsibility.

6. Live Foal Guarantee. Tera Gore provides a limited guarantee that a single live foal will result from the breeding privileges 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 shall be entitled to return the Mare or a substitute mare approved by Tera Gore, for breeding to the Stallion for the following breeding season **only**. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare Owner is responsible for payment of a \$250.00 rebreed charge and all boarding charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare Owner also remains subject to all terms and conditions of this Agreement. This obligation by Tera Gore to rebreed will apply only if the Mare Owner notifies Tera Gore within forty-eight (48) hours of foaling that the Mare did not produce a live foal and within fourteen (14) days after the Mare Owner's notice to Tera Gore, Mare Owner certifies to Tera Gore that the birth was properly managed and also produces a statement from a licensed veterinarian stating details explaining the failure of the Mare to produce a live foal. It is agreed that this provision will be of no further effect if the Mare is taken to any other the Stallion before returning to the Stallion. If Mare



Owner fails to rebreed the following year, then any and all fees paid shall be forfeited, the right to rebreed is canceled and Tera Gore is released from all obligations of this Agreement.

7. Certificate and Multiple Foals. Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, Tera Gore shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including the booking fee, for each embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foal.

8. Substitution. If the Stallion dies, is unavailable, is sold or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void and the breeding fee will be returned, less the booking fee and other expenses incurred to date. Alternatively, if frozen semen for the Stallion exists and is available, Tera Gore may, at its discretion, make it available to the Mare Owner pursuant to the terms and conditions for shipped frozen semen. If the Mare dies before being settled, another mare may be substituted only upon express written consent of Tera Gore.

9. Transportation and Release. Mare Owner shall be solely responsible for arranging and paying the costs for transporting the Mare. The Mare will not be released to Mare Owner or any agent until all fees and expenses are paid to date. Tera Gore shall have a lien against the Mare and/or foal until such time as all charges and expenses are paid in full. This lien shall survive any transfer of possession. Mare Owner shall provide Tera Gore with reasonable notice of intent to pick up the Mare. Mare Owner shall provide Tera Gore with written authorization to release the Mare to any third party transporter and Tera Gore shall have no obligation to release the Mare without such written authorization. Upon commencement of the loading of the Mare by a third party transporter, Mare Owner assumes full responsibility and liability for the health, welfare, care, soundness, breeding condition, and transportation of the Mare and any such foals.

10. No representations or Warranty. Mare Owner agrees and acknowledges that Tera Gore has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited train. TERA GORE DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING.

11. Waiver/Indemnification. Tera Gore shall not be liable for any damages to the Mare arising out of or from the keeping or breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, theft, running away, death, or injury during or after the term of this Agreement, whether the Mare is on Tera Gore property or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at anytime during the term of this Agreement and in no case shall Tera Gore, its owners, management, agents, and/or employees be held liable. Owner shall indemnify Tera Gore, its owners, agents, management, and employees for all damages sustained or suffered by reason of the breeding or keeping of the Mare and for any claims arising out of the breeding act or keeping of the Mare. WARNING: Under Ohio Law, an equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of the equine activities.

12. Miscellaneous. It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of Tera Gore; (d) this Agreement shall be governed by the laws of the Commonwealth of Ohio and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be instituted in the Licking County Courts in Newark, Oh, and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of Tera Gore to require performance of any provision of this Agreement shall not affect Tera Gore' right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of Mare Owner; (h) should it be necessary for Tera Gore to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by Tera Gore; and (i) Mare Owner acknowledges that Tera Gore acts solely as agent for the owner of the Stallion, will be bound by the terms of this Agreement only for so long as Tera Gore is designated as the agent for the Stallion.



Mare Owner: _____ Tera Gore: _____
Signature Date

Printed Name _____

_____ Address

_____ City, State, Zip



BREEDING CONTRACT INFORMATION SHEET

Mare Breeding Option: Check One	<input type="checkbox"/> Mare to be bred Via Transported Semen	<input type="checkbox"/> Mare to Be Bread onsite at Iron Gate
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FEES FOR THIS CONTRACT

\$1500.00	Stallion Service Fee
\$500.00	Chute/Booking Fee (non-refundable)
	Less Discounts/Donated Fee
	Total Breeding Fee

<input type="checkbox"/> Please charge my credit card	<input type="checkbox"/> Check Enclosed
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MARE INFORMATION

Mare Name					
Mare Registration #		<input type="checkbox"/> AQHA	<input type="checkbox"/> APHA	<input type="checkbox"/> ApHC	
2nd Registration #		<input type="checkbox"/> APHA	<input type="checkbox"/> TB	<input type="checkbox"/> Other _____	
Mare Owner/Lessee		Association ID#			
Embryo Transfer?	<input type="checkbox"/> No <input type="checkbox"/> Yes, How many? _____	Mare Status	<input type="checkbox"/> Maiden	<input type="checkbox"/> Open	<input type="checkbox"/> In Foal

MARE ONER/LESSEE INFORMATION

Billing Name	
Billing Address	
City, State, Zip	
Phone Number	
Secondary Number	
Email	
Agent Name	
Agent Contact Number	

CREDIT CARD INFORMATION & AUTHORIZATION

Exact Name On Card			
Card Billing Address			
City, State, Zip			
Card Number			
Exp Date		CVC Code	

Facility:	Contact Name:
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Facility:	Contact Name:
Street Address	
City, State, Zip	
Contact Phone Number	
Does this address receive Saturday Delivery?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Preferred Major Airport	



Addendum A – Terms & Conditions For Shipped Cooled Semen

The following are Terms and Conditions for breeding Mare to Stallion via shipped cooled semen:

1. Please remember that a signed breeding contract, all deposits and fees for collection and shipment, and all breeding fees and expenses must be submitted and paid to Tera Gore prior to making a request for any shipment.
2. All shipping charges will be the Mare Owner's responsibility. The charge for a standard overnight delivery is \$275.00 and a same-day (counter-to-counter) shipment within the U.S. is \$375.00. *Late calls for semen shipments will be subject to an additional \$50.00 courier fee that must be paid before semen is shipped.* All shipping charges must be paid in full before semen will be shipped to the Mare.
3. Due to Canadian customs restrictions, fresh semen shipments to Canada require extra coordination and handling. The charge for a standard overnight shipment to Canada is \$325.00 plus \$150 permit fee. *It is the Mare Owner's responsibility to ensure that FedEx will deliver overnight shipment to their location.* It is the responsibility of Mare Owner to know when customs offices in Canadian airports are open to ensure the shipment can be picked up in a timely manner. Mare Owner is responsible for obtaining a Canadian Shipped Semen Import Permit. Canadian shipping permits and procedures are documented and available upon request. Canadian shipments MUST be requested at least 24 hours in advance of collection.
4. Ordering and confirming the availability of shipped semen is the Mare Owner's responsibility. Mare Owner shall give advance notice of general shipping date to Tera Gore to guarantee the availability of semen. Once the anticipated shipment has been established, a confirmed semen order must be made **BEFORE 8 AM EST** of the collection day. Tera Gore cannot guarantee semen shipment availability for late calls, but will do its best to provide service. Any late calls that can result in a shipment may be subject to a \$50.00 late charge, which must be paid prior to shipping.

I have received and agree to these Terms and Conditions for shipping cooled semen: _____

Mare Owner



Credit Card Authorization (card will be charged prior to shipment):

\$ _____ Please charge my credit card for all the fes incurred in breeding my mare.

Please circle one: VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Name of Card Holder _____

Billing Address: _____

City: _____ State: _____ Zip: _____

Card Number: _____ Exp. Date: _____ CVC: _____

Signature: _____ Date: _____

Requests must be made prior to 8am EST the day of shipment. All Fees must be paid prior to the shipment or pick up.

For Office Use:

Date and Time Request Received: _____ Airline: _____ Dep Time: _____

All stallions have been cultured and tested negative for CME. All stallions have tested negative for EVA and been vaccinated.



Addendum B – Terms & Conditions For Shipped Frozen Semen

The following are Terms and Conditions for breeding Mare to Stallion via shipped frozen semen:

1. Please remember that a signed breeding contract, all deposits and fees for collection and shipment, and all breeding fees and expenses must be submitted and paid to Tera Gore prior to making a request for any shipment.
2. All shipping charges will be the Mare Owner's responsibility. The charge for a standard second day delivery is \$350. Priority next day delivery is available at additional cost.
3. The breeding fee includes up to **3 doses** of frozen semen, with each additional dose to be purchased at \$500 each. Each dose of frozen semen is defined as a single insemination unit which includes a minimum of 600 million total sperm, which, upon proper thawing, show at least a 30% post thaw motility.
4. Due to Canadian customs restrictions, frozen semen shipments to Canada may require extra coordination and handling. *It is the Mare Owner's responsibility to ensure that FedEx will deliver shipment to their location.* It is the responsibility of Mare Owner to know when customs offices in Canadian airports are open to ensure the shipment can be picked up in a timely manner. Mare Owner is responsible for obtaining a Canadian Shipped Semen Permit. Canadian shipping permits and procedures are documented and available upon request. Canadian shipments **MUST** be requested at least 24 hours in advance of collection.
5. A \$800 Dry Shipper deposit is due prior to the first shipment of semen. Dry Shippers are the preferred shipping container. The Dry Shipper must be returned to Tera Gore at Mare Owner's expense within three (3) days of its arrival. Failure to comply with this term will result in the accrual of a \$25 per day late fee and the potential forfeiture of the Dry Shipper deposit and an additional deposit will then be required for any subsequent shipments. Any loss or damage to the Dry Shipper or any of its parts or pieces will be the responsibility of the Mare Owner and any compensation for loss or damage may be taken from the deposit. The deposit may also be held until any balance due for shipping expenses and late fees have been paid. Mare Owner is responsible if the Dry Shipper is lost or damaged during return shipping.
6. Mare Owner must arrange for a liquid nitrogen storage tank and transfer the frozen semen from the Dry Shipper to the liquid nitrogen storage tank immediately upon arrival. The Mare Owner should inspect the Dry Shipper and ensure that the zip tie is intact on the latch and that the inside of the Dry Shipper is frosted when opened to transfer the semen. If the Dry Shipper is not sealed and cold upon arrival, a claim with Fed-Ex should be filed immediately. Thawing instructions will be included with the shipment. The frozen semen can be damaged if the straws are out of the tank for more than 8 seconds. Tera Gore is not responsible for frozen semen that has been mishandled.
7. Ordering and confirming the availability of shipped semen is the Mare Owner's responsibility. Mare Owner hereby understands and agrees that in order to allow sufficient time for tank preparation and straw transfer that at least 48 hours advance notice must be provided to Tera Gore for semen shipment. If less than 48 hours notice is given, Tera Gore cannot guarantee semen shipment availability, but will do its best to provide service. Any late notices that can result in a shipment may be subject to an additional \$50 charge, which must be paid prior to shipping.

I have received and agree to these Terms and Conditions for shipping frozen semen: _____

Mare Owner