

ALPHA FARM AMHR Sweepstakes Breeding Agreement

Contract Number: 2010-001

This contract ("Agreement") for the 2010 Breeding Season is made between Ronaele Carpenter ("Stallion Owner") of 2935 Hart Road, Lebanon, OH, 45036 ("Stallion Owner's Farm") and _____ ("Mare Owner") of _____. The mare named _____ ("Mare") will be bred to the stallion, Buckeye WCF Classical Magic ("Stallion") subject to the terms and conditions below.

Notes: "Foal" will refer to any foal by the Mare's side at the time of service and can be ignored if the Mare has no foal by her side at the time of service. If the person to whom the Mare is registered is not an adult, the "Mare Owner" will be a legal guardian of the person to whom the Mare is registered.

1. **Stud Fee:** No Stud Fee will be charged. The Mare Owner is entitled to a breeding through the 2010 AMHR Stallion Sweepstakes program.
2. **2010 Breeding Season:** The 2010 Breeding Season will begin April 1, 2010 and will end July 18, 2010.
3. **Return in Season Guarantee:** No "live foal guarantee" is included in this agreement. A "Return in Season" option is offered. The Mare owner may elect to have the Mare, or a substitute Mare, bred during any and all of the Mare's heat cycles during the 2010 Breeding Season. The Stallion Owner is not obligated to extend breeding privileges past the end of the 2010 Breeding Season.
4. **Board:** Board will not be available until sometime between mid May 2010 and June 1, 2010. Board during the 2010 Breeding Season will be charged at a rate of \$5.00 USD per full or partial day for dry mares and \$8.00 USD per full or partial day for wet mares. Board will increase if the Mare and Foal is still at the Stallion Owner's farm 30 days after the end of the 2010 Breeding Season. 30 days of Board costs (\$150 for dry mares or \$240 for wet mares) will be due the day the Mare arrives at the Stallion Owner's Farm and every 30 days thereafter, for as long as the Mare is at the Stallion Owner's Farm. Board will include the same grain and hay that is fed to the Stallion Owner's horses, light bedding, and short periods of turnout to a small "mud or dry lot" if weather permits. All other expenses including, but not limited to, grain/hay other than what the Stallion Owner normally uses, veterinarian expenses, farrier expenses, and worming will be at the Mare Owner's expense. The Mare Owner is strongly encouraged to bring some grain and hay to help transition the Mare over to the Stallion Owner's feeding program. Board will not be pro-rated for supplies provided by the Mare Owner. Any unused Board, minus other expenses due (farrier, vet, etc) will be reimbursed at the daily rate after the Mare leaves the Stallion Owner's property. Except for unused Board, Board expenses are non-refundable.
5. **Stallion Service Certificate:** The Stallion Owner agrees to issue a Stallion Service Certificate and to submit a Stallion Service Report to the American Miniature Horse Registry ("AMHR") and, if applicable, to the American Shetland Pony Club ("ASPC") when all of the terms of this agreement have been met.
6. **Acceptance of Mare (and Foal):** Mares will not be accepted if they are not halter broke, not trained to stand while tied, wear rear shoes, kick, bite, or have other aggressive or dangerous habits or tendencies, are destructive to property (e.g. chew or crib), show evidence of illness or unhealthy conditions that may be transmitted to other horses, have a history of colic or reproductive problems, exhibit only "silent" heats, are on medication, or have special medical needs. Wet Mares will not be accepted if any of the above applies to the Foal or if the Foal is younger than 30 days old. Mares will not be bred on "Foal Heat". If the Stallion Owner determines that the Mare is too aggressive towards either the Stallion or the Stallion's handlers to safely breed, the Stallion Owner may refuse to breed the Mare. The Mare Owner may then elect to provide a Substitute Mare or forfeit the breeding and any monies paid towards board and care of the Mare and Foal. All terms and conditions of this Agreement will apply to Substitute Mares.
7. **Requirements Upon Arrival:** The Mare Owner shall be responsible for providing the Stallion Owner with the following upon arrival:
 - a. **Board:** First 30 days board (\$150 for dry mares; \$240 for wet mares)
 - b. **Coggins:** A negative Coggins test
 - c. **Uterine Culture:** A negative uterine culture performed within 30 days of Mare's arrival.
 - d. **Registration Papers:** A photocopy of both sides of the Mare's registration papers
 - e. **Vaccinations:** Proof that the Mare has been vaccinated for Influenza, Rhinopneumonitis, Tetanus, and East

Seller Initials: _____

Date: _____

Buyer Initials: _____

Date: _____

and West Encephalomyelitis in the current year. Foals are required to be vaccinated for at least Tetanus. The Mare Owner is strongly encouraged to consult with their veterinarian about vaccinating for West Nile, Potomac Horse Fever, Rabies, and Strangles, as cases of each are reported each year in southern Ohio.

8. **Confirmation of Pregnancy.** The Mare Owner is encouraged to make arrangements with any licensed veterinarian who specializes in Equine care to have pregnancy confirmed at the Mare Owner's expense before the Mare leaves the Stallion Owner's farm. The Mare Owner is responsible for all risks and costs associated with confirmation of pregnancy and agrees to make payment arrangements with the examining veterinarian in advance of the examination.
9. **Removal of Mare and Foal from Stallion Owner's Farm:** The Mare Owner is responsible for all costs associated with Transportation. The Mare Owner agrees to remove the Mare and Foal from the Stallion Owner's farm at the end of the 2010 Breeding Season.
10. **Emergencies:** The Mare Owner recognizes that the Stallion Owner is not a veterinarian and has no formal training in equine care. Never the less, the Mare Owner agrees that the Stallion Owner or a representative of the Stallion Owner, may exercise judgment in determining if a medical situation concerning the Mare and/or Foal requires the immediate care of a veterinarian or farrier. The Mare Owner agrees to pay any and all expenses associated with same veterinarian or farrier visits regardless of the results. The Stallion Owner agrees to make a reasonable effort to contact the Mare Owner at the phone number(s) listed below before calling a veterinarian or farrier unless the Stallion Owner judges the situation to be an extreme emergency for which care cannot wait for a response from the Mare Owner.
11. **Liability:** Mare Owner understands and agrees that the Stallion Owner's Farm – and therefore the Mare (and Foal) – will not be monitored during all hours of the day. The Mare Owner agrees to take full financial and legal responsibility for the Mare and to hold the Stallion Owner and any persons, businesses, or organizations associated with the Stallion Owner blameless for any and all theft, illness, injury, death, and/or accident, including consequential damages, caused to or by the Mare. The Mare Owner is strongly encouraged to maintain mortality and colic insurance on the Mare at the Mare Owner's expense. If the Mare has a Foal by her side, this entire section will also apply to the Foal.
12. This Agreement is non-assignable and non-transferable and represents the entire agreement between the parties. No other guarantees, agreements, or promises, verbal or implied, are included unless specifically stated in this Agreement or in a fully executed amendment to this Agreement. This Agreement is entered into the state of Ohio, County of Warren, in the United States of America and will be interpreted under the laws of this county, state, and country, and enforced in this jurisdiction. If any clause in this Agreement is found to be invalid, illegal or unenforceable, then that clause shall automatically be modified to the least extent necessary in order to be valid, legal, and enforceable without effect on the remainder. Should Purchaser elect to challenge any provision of this agreement and not prevail in court, the Mare Owner agrees to pay any and all of the Stallion Owner's time, travel, and litigation costs including attorney fees, and associated expenses.

I certify that I have read, understand, and agree to all of the terms and conditions as outlined in this Agreement.

Mare Owner Signature

Date

Name: _____

Address: _____

Phone: _____

Stallion Owner Signature

Ronaele Carpenter, 2935 Hart Road, Lebanon, OH 45036 (513-520-8658)

Date