

BREEDING CONTRACT - BENTLEY SF

1. BREEDING FEE:

The undersigned, C (Name)	Owner ("Mare Owner") of t	he mare:	
Registration# Stallion, <u>BENTLEY S</u>	and Breed SF ("Stallion") AHA #6539	hereby agrees to breed 10 standing at Southern Oaks Ite of \$2500.00 covering the	Farm LLC (hereafter
\$500.00 is due at s		le as follows: a non-refundable reserve the breeding, and the	
Special terms:			

SEASONAL LIMITATIONS- A mare owner may not receive more than six (6) semen shipments during a regular breeding season. With proper notice, another mare may be substituted or the original mare may be sent to SOF or its affiliates for on the farm insemination.

DESIGNATED BREEDING SEASON- Breeding season is from February 15 through July 31. The Stallion Owner reserves the right to exhibit Stallion at certain horse shows during breeding season. Semen will not be available at these times. The Stallion's show schedule is available by calling SOF at (561-358-4118).

FROZEN SEMEN – \$500. This fee ensures Mare Owner with up to two (2) breeding doses of frozen semen. A frozen semen breeding dose is defined as a single insemination dose containing a minimum of 600 million sperm cells and has a post-thaw motility of greater than 30%. <u>Please note handling charges including dry shipper</u>, <u>FedEx shipping fees and/or courier fees will be billed to mare owner.</u>

4. REBREEDING PRIVILEGE:

SOF and its custodian anticipate a live foal from this mating. A live foal is defined for the purposes hereof as one, which stands and nurses for at least 24 hours. Should the Mare abort at any time after being confirmed in foal to the Stallion, or should her foal be born dead, the

Mare Owner is guaranteed a return privilege for the same Mare or a substitute Mare, during the same or next season free of any additional fees except for any unpaid services, expenses, or fees under numbers 1 and 2. If a return privilege is exercised after the same or next season a fee of \$500.00 shall be charged. The return breeding privilege can only be exercised for the two (2) breeding seasons following the initial breeding season. This privilege shall not apply unless SOF or its custodian is notified by registered or certified mail, return receipt requested, within ninety–six (96) hours of delivery of the aborting foal's death and a statement by a licensed Veterinarian follows with in twenty (20) business days setting forth the details thereof and certifying that such abortion or death did not result from any act or omission of the Mare Owner, or any other party subsequent to the Mare being confirmed in foal, and that all due care had been exercised and that said Mare has been afforded all reasonable protection.

5. CONTRACT NULLIFICATION:

It is understood that should the Stallion die or become unfit for service and the Mare does not produce a foal, this contract shall become null and void, in which case, money paid as breeding fees only, shall be refunded as per #8 to the Mare Owner while monies paid for services under #2 shall not be refunded.

Furthermore, in the event the Stallion dies or becomes unfit for service; frozen semen will not be made available to fulfill this contract.

6. REPRESENTATION:

SOF hereby represents to the Mare Owner that any semen transported will be from the Stallion indicated on the Semen Collection Report, and that any other information on the Report shall be accurate. SOF DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES CONCERNING OR RELATED TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION ALL REPRESENTATIONS AND WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. SOF hereby represents to that all applicable Mare and personal information is true, complete and correct.

7. WAIVER OF LIABILITY:

Except in the event of gross negligence, recklessness, or willful misconduct by SOF, its agents, servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death or injury which may suffer by the Mare, or any foal of the Mare, or for any other cause of action whatsoever arising out of or in any way connected with the breeding or provision of any service to the Mare. Mare Owner understands that SOF does not provide any public liability, accidental injury, theft or equine mortality insurance on the Mare or any foal that may be born to the Mare as a consequence of breeding the Mare to the Stallion, and that all risks connected with connected with breeding or provision of any service to the Mare and such foal shall be born solely by the Mare Owner.

MARE OWNER HEREBY AGREES THAT SOF PARTIES SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE TRANSACTIONS COVERED BY THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING FROM THE NON- PERFORMANCE OF OBLIGATIONS WHICH MARE OWNER MAY HAVE UNDERTAKEN TO ANY THIRD PARTY IN RELIANCE UPON ANY PROMISES IN REPRESENTATIONS MADE IN THIS AGREEMENT, IN NO EVENT SHALL SOF BE LIABLE FOR ANY ACTION OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT EXCEED THE AMOUNT OF THE FEES PAID BY MARE OWNER HEREUNDER.

8. PAYMENT OF FEES:

Mare owner hereby agrees to pay SOF all applicable charges, fees, services and expenses identified on the agreement. Except for those which require payment in advance, the charges, fees and expenses shall be due and payable upon receipt of any invoice rendered by SOF. Mare owner will pay a late charge of one and one-half percent per month or the greatest charge allowed by law on all past due moneys. All payments shall be paid in lawful money of the United States at the office of SOF.

9. REFUND OF FEES:

The only fees that are refundable under this agreement are the breeding fees. The breeding fees are only refundable should the stallion die or be unfit to breed for any reason. The fees are refundable only as follows:

- 1) Fully refunded if no semen has been shipped or breeding attempted.
- 2) Fifty percent (50%) of the breeding fee will be refunded if semen has been shipped for the first year of breeding or at least one breeding attempt.
- 3) No refund will be made if semen has been shipped or breeding has been attempted.

10. TRANSFERS OR SALE OF BREEDING:

This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors. The breeding or re-breed right may only be transferred with the sale of the above Mare. Only if the breeding has been completely paid for, the new Mare Owner executes a new service contract, and pays 20% of the breeding fee, as a transfer fee, within 30 days of the sale or the breeding becomes nullified. There are no other provisions for the transfer or sale of these rights.

11. MISCELLANEOUS PROVISIONS:

Mare owner hereby agrees to indemnify and hold harmless the SOF parties harmless from and against any and all claims, demands, causes of action, damage, costs, and expenses. Losses or liabilities, at law or in equity, of every kind and nature know or unknown arising out of or in any manner connected with any injury to any third party person or persons or the property of any third party or persons caused by the Mare, or any foal resulting from any breeding of the Mare to the Stallion, and any and all claims, demands, causes of action, damages, costs, expenses, losses or liabilities, at law or in equity, of every kind and nature known or unknown arising out of or in any manner connected with any injury to Mare or any foal of the Mare while they are in custody of SOF parties.

This agreement herein constitutes the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this

Agreement may be amended or modified only in writing, with 30 days notice, signed by both parties. Any communication or notice made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed to the addresses at the end of the Agreement with proper for first-class mail.

Mare Owner shall reimburse SOF for all costs, fees and expenses, including reasonable attorney's fees incurred by rights under this Agreement.

In the event of the dispute between the parties concerning this Agreement, the prevailing party, whether or not a suit, action or arbitration is instituted, shall be entitled to recover reasonable attorney's fees, costs, and disbursements arising from any such dispute including without limitation, at trial, on appeal, in connection with the enforcement of any judgment or in the interest of any voluntary or involuntary bankruptcy proceedings.

This agreement may be executed in counterparts. Any lawful or unenforceable provisions of this Agreement shall be severable without affecting the validity of the balance of the agreement.

This agreement shall be governed by construed in accordance with the laws of the state of Georgia. Any dispute related to this agreement shall be resolved by binding arbitration through the American Arbitration Association in Gordon County, Georgia before a single neutral arbitrator who shall be familiar with the equine industry, and who shall award costs and attorney's fees to the prevailing party.

MARE OWNER HAS READ AND ACCEPTS A	ALL OF THE TERMS ON EACH PAGE O	F THIS AGREEMENT.
Mare Owner Signature	 Date	-

Mare Owner (Printed)	
Address City State Zip code	
Phone Number Email	
Received by Southern Oaks Farm LLC	 Date



Youngblood Equine Veterinary Services, PLLC. 5321 E FM 916 Grandview, TX 76050 yevsrepro@icloud.com

** Please return the signed contract via email to yevsrepro@icloud.com**

Cooled Semen Collection and Shipping Contract

254.205.7438

This agreement confirms the reservation to the Sta	ıllion			
(hereinafter referred to as the "Stallion") for the 2025 breeding season by the owner or lessee of the				
mare whose signature appears below (hereinafter	referred to as the "Owner"). Owner hereby agrees to			
breed the mare	with registration#,			
registered in the following registry	(referred to as the "Mare").			
Breeding will be done by using fresh chilled seme	en supplied by Youngblood Equine Veterinary			
Services, PLLC. (hereinafter referred to as "YEVS")	•			

This is not a Stallion Breeding Contract. Stallion Breeding Contract shall be completed, and all applicable fees be paid prior to execution of this contract. Contact the Stallion Owner directly for such contract.

Terms and Conditions

This is a non-transferable/non-assignable contract. In consideration of the mutual promises and covenants contained herein, and for valuable consideration, the parties hereto agree as follows:

- 1. Owner will provide a copy of Mare's registration certificate with pedigree (if applicable) and a completed copy of the Mare information.
- 2. The Owner shall agree that the mare offered for breeding shall be in sound breeding condition and free from infection or disease. A negative uterine culture is recommended but not required for initial shipment. If the mare does not settle with the first shipment, a negative uterine culture will be required prior to a second collection.
- 3. Mare owner understands that the mare should be examined by a licensed veterinarian at 16-20 days, 30 days, and 60 days after the last day bred. Mare owner must notify YEVS of pregnancy status at that time.

 Mare owner must **RETURN** the "Veterinary Verification Form" to YEVS in order to receive a breeding certificate at the end of the season.
- 4. Live Foal Guarantee: Please refer to your Stallion Breeding Contract.
- 5. It is the burden of the Mare Owner to ensure the mare is ready to breed during published available dates (Monday, Wednesday, Friday are collection days). In general, the breeding season begins in January and concludes June 30th. Extensions to the season dates are not guaranteed but will be considered on a case by case basis.

- 6. YEVS shall ship fresh cooled semen from the stallion in viable condition when it leaves YEVS to the owner at the shipping destination supplied by the Owner. YEVS holds no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company, which might result in damages to fresh cooled semen.
- 7. YEVS assumes responsibility only to deliver fresh cooled semen from the herein named stallion in viable condition at the time of dispatch. Semen must be handled and administered by a licensed veterinarian who is experienced in the practice of artificial insemination on the same day that the delivery is made to the Mare Owner. All inseminations must be recorded on the Veterinary Verification Form and signed in each instance by the veterinarian.
- 8. Should YEVS fail to deliver live cooled viable semen from the stallion herein named on the correct date, or if a licensed veterinarian determines upon examining the semen, using proper procedures, that the semen is not viable for breeding purposes, the Mare Owner will be entitled to one (1) additional shipment free of charge. Mare Owner's veterinarian will contact YEVS immediately upon receipt of the shipment to report this situation and provide necessary details as requested. Reports from anyone not a licensed and qualified veterinarian may not be accepted.
- 9. Stallion collection/shipping days are Monday, Wednesday, and Friday. Orders for shipments are filled on a first come, first serve basis. Orders must be placed by 6pm CST the day prior to the necessary collection day. Orders can be confirmed and/or canceled by 9:00am CST the day of collection. Failure to cancel by designated time will result in all applicable charges being applied to owner's credit card. Shipment orders cannot be guaranteed if they are placed via email, you must call in orders (254-205-7438). Orders cannot be cancelled via email; you must call in orders (254-205-7438). Every attempt will be taken to deliver cooled semen to Mare Owner in good condition, however once the shipment leaves YEVS, we assume no responsibility for delayed arrival or condition of semen upon arrival to Mare Owner.

Fees and Expenses

- 1. A Collection / Lab fee of \$ 295.00 is due prior to first shipment of semen, with an additional fee of \$ 275.00 due and payable for each subsequent shipment, prior to collection, as they occur. These fees cover cooled semen processing and handling fees exclusively.
- 2. Semen will be shipped using industry standard shipping containers.
- 3. All semen transportation costs will be the responsibility of the Mare Owner. Shipping charges are due prior to each shipment of \$135.00 for FEDEX overnight delivery (Subject to change according to FedEx Rates). Saturday first or priority AM deliveries are subject to higher fees.
- 4. Counter to Counter shipments are available at a rate of <u>approximately \$250.00</u> (fee is subject to change according to airfare) via American Airlines. If it is necessary to ship semen counter to counter via commercial airlines, the Mare Owner will be charged an airport courier fee of \$150.00 due prior to shipment.

Frozen Semen

In the event that the stallion is not available for collection, the mare owner may elect to have frozen semen shipped. The following fees will apply and must be paid in full prior to shipping. *Request for FROZEN SEMEN must be made at least 48 hours in advance to ensure shippers are adequately prepared.* Frozen semen shipping/handling fee of \$400.00 will cover overnight delivery as well as a return label. Two breeding doses will be provided in each shipment. It is imperative that the container be tendered to FEDEX within 36 hours of delivery. If the container is not tendered to FEDEX within 36 hours a late fee of \$100.00 will be charged. If you receive a CRYOCUBE on a Saturday the 36 hours will begin at the start of the next business day. If the cryocube is not tendered to FEDEX by day five post delivery a fee of \$300.00 will be charged to cover the cost of the cryocube. Please remember it is imperative that we receive our container in a timely manner. In the event that you wish to send your own container, a fee of \$200.00 will be charged to cover nitrogen and handling. We will not offer any guarantee for semen shipped in any container that is not the property of YEVS.

CREDIT CARD AUTHORIZATION FORM

I Services, PLL	.C to use my c	redit card for pay	, give permis ment of auth	sion to Youngblo	ood Equine Veterinary stated herein.
	Information:			Discover	
Card Numbe	r:				
CVV#	(3 diş	git code on back o	of card)	Expiration	
Cardholder I	nformation (a	s it appears on ca	ard)		
Name:					
Address:					
_					
Phone#					
Email:					
Signature of	Cardholder:				
	Date:				

^{**} Please return the signed contract via email to **yevsrepro@icloud.com****

MARE INFORMATION SHEET

Registra	tion #		
Color:			
Dam:			
Farm Nam	ne:		
Other:			
us: Maiden	Barren	Wet	
Number of Pregnancies: Live Births: Early fetal loss(es):			
h shipped semen befor	re? YES / No, Fresh	/ Frozen?	
tology:			
Email:			
State:		Zip:	
Email:			
State:	Zip:		
		Date:	
	Cold Dam: Farm Nam State: us: Maiden us: Maiden th shipped semen before tology: : Email: State: Email:	Color: Dam: Farm Name: Zip: Zip: Zip: Other: Barren Barren Dam: Dam: Dam: Dam: Zip: Zip: Dam: Zip: Dam: Zip: Dam: Zip: Dam: Zip: Zip: Dam: Zip: Zip:	

Veterinary Verification Form

Ι,			duly Licensed by the state ofdo hereby attest that the following
occurred:	That at the follo	wing tim	es and the following days, I artificially inseminated " with the semen of the stallion "
and said ii	nseminations we	ere carrie	d out in accordance with standard breeding practices.
descriptio	n listed within t	his contra	areful inspection, the mare inseminated is the mare described in the mare act. Said inspection consisted of my comparing the written description of hat the mare corresponds in every detail to said description.
	certify that no o xcess thereto wa		e was inseminated with the stallion semen designated for this mare and ly destroyed.
any claim Witness n 1. Th 2. Th las	s arising from the sail of the	e neglige: executed signed by e signed v	ify and hold harmless Youngblood Equine Veterinary Services, PLLC. From nt improper or ineffective insemination by me. this ——day of ————2025 under pains and penalties of perjury. The veterinarian on every occasion that the mare is inseminated. When the mare is examined by a licensed veterinarian 60-65 days after the NED to YEVS when the mare is examined at 60-65 days after the last bred
Insemin	ation Date		Signature
mscmm	ation Date		orgilature
In Foal	Not In Foal	Date	Veterinarian
1111041	11001111001	Butt	V Otto Marian
Mare Nai	ne	-	Mare's Date Of Birth
Mare's Co	olor		Registration Number:
Mare Ow	ner Name and	Address	