

Guarantee. If Mare is to be returned and Mare Owner fails to deliver Mare for rebreeding via the ICSI procedure the following year, the no fees shall be refund, and this Contract will be thereby cancelled.

11. Mare must be tested for GBED as a prerequisite to a breeding. If Mare is determined to be a carrier, then Mare Owner assumes risk, liability, damages and other consequences if Mare Owner elects to proceed with a breeding to Mare. MACHINE MADE IS A GBED carrier.

****Initial here that you are aware that Machine Made is GBED Carrier 1 _____****

12. This Contract provides for one (1) live foal and one (1) breeder's certificate.
13. A "Breeder's Certificate" will be issued upon notification of the birth of a live foal, providing all fees and expenses are paid in full.
14. For every breed purchased after the first breed by Mare Owner for the breeding year _____, Stallion Owner shall apply a discount of thirty percent (30%) of the Stallion Fee at no less than \$3,500.00. For example, Mare Owner shall pay the full Stallion Fee for the first breed and shall pay \$3,500.00 for the additional breeds. No matter the fee you pay for first breed any breeds after are \$3,500.00.
- 15.

Waiver or Liability: Mare Owner hereby waives any responsibility of Stallion Owner (Candice Hall & Cory Seebach), Stallion Agent (Cindy McCraw) Riverside Ranch, and their respective representatives ("Released Parties") for accidents, sickness or death to Mare and/or foal. Furthermore, Mare Owner hereby agrees that Released Parties shall not be liable for any negligence or errors that Released Parties may exercise their judgment in supervising and caring for Mare and/or foal. Mare Owner hereby agrees to obtain insurance or self-insure the value of the Mare and foal, hereby covenants not to sue Released Parties and to hold Released Parties harmless from any loss related Mare and Foal. WARNING: Under Washington State Law RCW 4.24.540

Limitations on liability for equine activities—Exceptions.

(1) Except as provided in subsection (2) of this section, an equine activity sponsor or an equine professional shall not be liable for an injury to or the death of a participant engaged in an equine activity, and, except as provided in subsection (2) of this section, no participant nor participant's representative may maintain an action against or recover from an equine activity sponsor or an equine professional for an injury to or the death of a participant engaged in an equine activity.

16. Should it become necessary for Stallion Owner to retain the services of an attorney to enforce its rights under the terms of this Contract, including, but not limited to, the collection of any sums due hereunder, Mare Owner agrees to pay Stallion Owner all expenses and costs, including reasonable and necessary attorney's fees incurred by Stallion Owner in enforcing this Contract.
17. Mare Owner hereby grants to Stallion Owner a security interest in Mare, any foal born to Mare as result of the breeding contemplated in this Contract, and the proceeds of any sale of Mare or her foal, to secure (a) payment of any and all sums due pursuant to this Contract, and (b) all liability of the undersigned to Stallion Owner and its respective representatives, now existing or hereinafter incurred, matured or unmatured, direct or contingent, and any renewals or extensions or substitutions therefore.
18. Any dispute related to this Contract will be governed by the laws of the State of Washington, and venue of any dispute arising from this contract shall be in Snohomish County, Washington.
19. Stallion owner reserves the right to participate in any incentive program, with or without notice to Mare Owner.

TERMS FOR FROZEN EMBRYOS

1. Mare Owner represents that, during the breeding of Mare, Mare Owner caused _____ embryos to be collected and frozen for embryo transfer in a year subsequent to the _____ breeding year.
2. Stallion Owner agrees to provide breeding certificates for foals resulting from embryos frozen for which Mare Owner (i) notifies stallion agent they are implanting an embryo (ii) pays the Stallion Fee in full (iii) notifies the American Quarter Horse Association ("AQHA") pursuant to the then applicable rules of the AQHA and complies with all applicable rules of the AQHA pertaining to registration of the foal, (iv) notifies the Stallion Owner prior to an embryo being released from storage for any reason, and (v) identifies the recipient mare and date of embryo transfer.
3. Mare Owner may produce as many embryos as they choose.
4. The Stallion Fee of **the current year will be charged for the first, then every** embryo after Stallion Owner shall apply a discount of thirty percent (30%) of the Stallion Fee at no less than \$3,500.00. \$500. Booking before transfer is done and remainder will be due at 45 days of checked safe in foal. An additional \$500. Will be charged for a live foal when not properly notified of such procedures.
5. There is NO live foal guarantee, GBED foal guarantee, or return privilege for the use of frozen embryos.

6. PRIVATE TREATY ARRANGEMENT: listed as follows.

Name of Mare Owner

Address

City/State/Zip

Phone & Email

Signature of Mare Owner & Date

ACCEPTED (Stallion Owner and or Stallion Agent):

By

Date

Credit Card Information (Card will be charged upon receipt of Agreement. A 4% fee will be applied.)

Please charge my credit card for all fees incurred in breeding my mare via shipped semen.

VISA _____ MASTERCARD _____ DISCOVER _____ Phone _____

Name on Card (print) _____

Signature _____

Billing statement address _____

City _____ State _____ Zip _____

Card # _____ Exp. Date _____ 3 # on back of card _____

Email Address _____

Signature Of Card Holder _____

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