



1385 State Rt. 56 East • Morganfield, Kentucky 42437
270-389-0887 • Fax 270-389-0849
info@gumzfarms.com

BREEDING CONTRACT – SHIPPED SEMEN

This Agreement, by and between Gumz Farms Quarter Horses, LLC (“Gumz Farms”) and the undersigned Owner or Lessee of the mare described below (“Mare Owner”):

1. Engagement. The Mare Owner hereby engages one breeding service to FEARLES FORTUNE (the “Stallion”) for the mare (the “Mare”) listed below for the 2019 breeding season.

Mare Name: _____ Registration No.: _____

2. Breeding Fee. The breeding fee shall be \$ _____ which includes a nonrefundable booking fee of \$500.00, which is due upon execution of this Agreement. Mare Owner agrees to pay the balance of the breeding fee and any other fees and expenses before any shipment of semen shall be made. In accordance with Kentucky law, sales tax will be assessed on the breeding fees for all in-state mares. There is a 4% service fee for credit cards.

3. Shipping Terms and Conditions. Breeding provided by fresh cooled semen will be shipped according to the terms and conditions for shipped cooled semen set forth in Addendum A and fully incorporated herein. Breeding provided by frozen semen will be shipped according to the terms and conditions for frozen semen set forth in Addendum B and fully incorporated herein.

4. Semen Handling. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. Gumz Farms agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of Gumz Farms under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder’s certificate. Any unused semen must be returned to Gumz Farms or, with written permission, destroyed by a veterinarian. If multiple shipments of semen are requested, Gumz Farms reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. Gumz Farms in its sole discretion may refuse to ship semen if Gumz Farms believes the insemination is not proper or the Mare is not healthy.

5. Disclaimer. Gumz Farms will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. Gumz Farms makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Gumz Farms makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare Owner. Mare Owner hereby disclaims and releases Gumz Farms from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that Gumz Farms 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. GUMZ FARMS DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree if a dispute between Mare Owner and Gumz Farms arises, Mare Owner’s damages, expenses, costs and fees including attorneys’ fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee specified herein.

6. Live Foal Guarantee. Gumz Farms 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 Gumz Farms, 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 transported semen 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 Gumz Farms to rebreed will apply only if this Agreement is fully paid and the Mare Owner notifies Gumz Farms 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 Gumz Farms, Mare Owner certifies to Gumz Farms 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 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 Gumz Farms 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, Gumz Farms 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 foals. Failure to report an additional embryo could result in denial of a Breeders Certificate. Breeders Certificates will be released on line and hard copy mailed upon request of Mare Owner.

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, Gumz Farms 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 Gumz Farms.

9. 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 Gumz Farms; (d) this Agreement shall be governed by the laws of the Commonwealth of Kentucky 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 Union County Circuit or Superior Courts, Morganfield, Kentucky, or in the United States District Court for the Western District of Kentucky, Owensboro Division and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of Gumz Farms to require performance of any provision of this Agreement shall not affect Gumz Farms' 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 Gumz Farms 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 Gumz Farms; and (i) Mare Owner acknowledges that Gumz Farms acts solely as agent for the owner of the Stallion, and Gumz Farms will be bound by the terms of this Agreement only for so long as Gumz Farms is designated as the agent for the Stallion.

Mare Owner: _____
Signature Date

Gumz Farms, the Stallion's Authorized Agent

Printed Name

By: _____

Address City, State, Zip

Phone Email

Justification for Discounted Breeding fee: _____
(list year and class of championship or award earned or produced)

Please charge the following credit card for all remaining fees or deposits due along with a 4% usage fee to release semen shipment

Name of Cardholder: _____

Billing Statement Address: _____

City: _____ State: _____ Zip: _____

Card #: _____ Exp Date: _____

3 or 4 digit security code: _____ Phone: _____

Signature: _____ Date: _____

Email: _____

Email completed form with mare papers to info@gumzfarms.com or by physical mail to Gumz Farms 1385 State Route 56 East Morganfield, Kentucky 42437.