

STALLION SERVICE AGREEMENT
(Shipped Semen)

THIS STALLION SERVICE AGREEMENT ("Agreement") is made and entered by and between _____ whose address is _____ phone: _____ (hereafter, "Mare Owner"), and Rick Leek, d/b/a RICK LEEK QUARTER HORSES, as authorized agent for the Stallion's owner, One Good Cookie, L.L.C. (hereafter, "Stallion Manager"), on this ____ day of [MONTH] _____ 200__

Mare Owner and Stallion Manager hereby agree as follows:

1. Purchase of Breeding. Stallion Manager hereby sells and Mare Owner purchases a breeding to "ONE GOOD COOKIE" 1993 AQHA stallion, Sire: "Zips Chocolate Chip"/Dam: "Carbon C Miss," Reg. No. 3,197,076 (hereafter, "Stallion") to breed Mare (defined in paragraph 7.A.) to Stallion during the 200__ Breeding Season ("Breeding Season" means February 1 - July 1), subject to the terms and conditions of this Agreement.
2. Stallion Service Fee. Mare Owner agrees to pay Stallion Manager a Stallion Service Fee of \$1,500, which includes a non-refundable booking fee of \$250. *The booking fee of \$250 is due and payable when this Agreement is signed.* In addition to the fees listed above, Mare Owner agrees to pay *before* the first semen shipment the remaining Stallion Service Fee balance and the following applicable fees and charges: (for convenience, Master Card and Visa is accepted and an authorization form is attached) All dollar references are to U.S. funds, and if any sales tax is due as a result of the breeding, Mare Owner agrees to pay it.
3. (A) Shipping Arrangements. Mare Owner shall contact Stallion Manager and make *at least* twenty-four (24) hours' advance arrangements for a semen shipment (breeding days are every other day); Mare Owner may cancel shipment by 8:00 a.m. (Eastern Standard Time) on ship day without penalty, but Stallion Manager shall apply a \$150 cancellation fee for each later cancellation; (B) Semen Collection and Processing Fees. If overnight air freight is requested for shipments, Mare Owner shall pay Stallion Manager a \$ 150 semen collection and processing fee, *OR* if same day air service ("counter to counter") is requested, pay Stallion Manager a \$ 250 semen collection and processing fee. The semen collection processing fees cover handling fees, and air freight charges; (C) Should Mare not settle after the first semen shipment, additional shipments can be made and individual collection and processing fees shall apply; (D) Semen Container Fee/Deposit. Mare Owner must pay Stallion Manager a refundable deposit of \$300 for use of the Equitainer™ and must return the container to Stallion Manager within 5 working days after the semen shipment, the failure of which will entitle Stallion Manager to deduct \$25 per day from the deposit.
4. Live Foal Guarantee. If the Mare Owner's Mare is barren, aborts or fails to produce a single live foal that can stand up alone and nurse within 24 hours of birth, Stallion Manager will allow Mare Owner a further breeding privilege of Mare to Stallion in the next breeding season only, *provided* that Mare Owner furnishes a certificate from a licensed veterinarian attesting to either occurrence within seven (7) days of the occurrence.
5. Loss of Foal Guarantees. The Live Foal Guarantee, above, becomes null and void, and Stallion Manager shall have the right to retain the Stallion Service Fee and booking fee, above, if Mare Owner fails to: pay any fees or sums due to Stallion Manager under this Agreement; fails to produce Mare's veterinary information, if required under paragraph 7 of this Agreement; refuses to allow Stallion Manager a reasonable opportunity to settle Mare; and/or breeds Mare to another stallion in the Breeding Season without Stallion Manager's permission.

6. Stallion Manager's Warranties and Disclaimers. Stallion Manager makes the following warranties and disclaimers, and Mare Owner agrees to accept each one:

- A. Stallion Manager is presently the manager of the stallion referenced in paragraph 1, above, and is fully authorized by the Stallion's owner, One Good Cookie, L.L.C., to execute this Agreement, free from liens or encumbrances.
- B. Stallion Manager, One Good Cookie, L.L.C., Christopher Straz, Janis Straz, and their respective officers, directors, employees, agents, representatives, assigns, affiliated persons, and others acting on their behalf shall not be responsible for any disease, injury, death, or accident to the Mare (and her foal, if any) arising from the breeding under this Agreement.
- C. STALLION MANAGER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE HEALTH CONDITION AND FERTILITY OF THE STALLION AND SPECIFICALLY DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE OF THE BREEDING PURCHASED UNDER THIS AGREEMENT. FURTHER, STALLION MANAGER MAKES NO EXPRESS WARRANTIES OTHER THAN THOSE STATED IN PARAGRAPH 4.

7. Mare Owner's Warranties and Disclaimers. Mare Owner warrants to Stallion Manager as follows:

- A. Mare Owner is the owner (or authorized Lessee of record) of the mare named: _____, Breed _____, Sire: _____, Dam: _____, Color: _____, Registration No.: _____ or a substitute thereto pursuant to paragraph 10 of this Agreement (hereafter, "Mare"), which Mare Owner will breed to Stallion through shipped semen or A.I. under this Agreement.
- B. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.
- C. Mare Owner will pay Stallion Manager's costs and expenses (including reasonable attorney's fees) if Mare Owner has breached this Agreement.
- D. Mare Owner's Mare is halter broken and reasonably safe for handling and breeding.

8. Equine Activity Liability Act Notice.

WARNING

Under the Michigan Equine Activity Liability Act [1994 P.A. 351], an equine professional is not liable for an injury to or the death of a participant in an equine activity resulting from an inherent risk of the equine activity.

9. **Release/Indemnification/Hold Harmless. Mare Owner agrees to hold harmless and release Stallion Manager, Rick Leek, One Good Cookie, L.L.C. Christopher Straz, Janis Straz, and their respective officers, directors, employees, agents, representatives, assigns, affiliated persons, and others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that Mare Owner may sustain from any cause whatsoever arising out of the breeding or keeping of Mare and foal, if any, pursuant to this Agreement. Further, Mare Owner releases and holds harmless Stallion Manager and its agents and representatives from liability if Mare does not settle.**

10. Substitute Mare/Stallion Manager's Refund Policy. In the event of the death or incapacity of the Mare, Mare Owner shall be required to breed a substitute Mare to the Stallion, *provided* that the Stallion Manager has given advance approval of the proposed substitute mare. No refunds shall be permitted. If the Stallion should die or become unfit for breeding, Stallion Service Fee will be refunded, but Stallion Manager may retain the booking fee.

11. Stallion Service Certificate Stallion Manager may withhold issuance of a Stallion Service Certificate until Mare Owner is current on all payment obligations to Stallion Manager.

12. Entire Agreement/Modifications This Agreement contains the entire agreement between the parties with

respect to its subject matter. All prior promises or understandings (either oral or written) between Mare Owner and Stallion Manager shall be void unless contained in this Agreement. Modifications to this Agreement will only be valid if in writing and signed by *both* Mare Owner and Stallion Manager.

13. Assignment. This Agreement is not assignable without Stallion Manager's prior written permission.

14. Interest. Interest at the rate of 7 % per annum, or the highest rate allowed under Michigan law, shall apply to all sums unpaid by Mare Owner to Stallion Manager.

15. Miscellaneous. Michigan law shall govern this Agreement and any modifications. If any provision is found invalid or unenforceable, the remainder of such provision or the remaining portions in this Agreement shall remain valid. No agent's fee or commission is due under this Agreement. Any disputes arising out of this Agreement shall be brought in a state or federal court of competent jurisdiction located in the State of Michigan. Stallion Manager shall retain the exclusive right to submit any disputes under this Agreement to binding arbitration through the American Arbitration Association. Both parties agree that either forum is appropriate and convenient. In case Stallion Manager must bring suit or arbitration proceedings to enforce this Agreement, Mare Owner agrees to pay Stallion Manager's expenses incurred, including court/arbitration costs and reasonable attorney's fees.

[Check here and initial each new provision only if the parties intend for paragraph 16, below, to amend this Agreement] 16. Additional Terms and Conditions:

NOTE: If additional terms and conditions are added in this Section of the Agreement, both Mare Owner and Stallion Manager should place their initials next to each added sentence or paragraph.

**MARE OWNER AND STALLION MANAGER ACKNOWLEDGE
THAT THEY HAVE READ THIS AGREEMENT (ALL THREE PAGES),
UNDERSTAND IT, THEY ARE SIGNING IT AS THEIR FREE ACT AND DEED,
AND THEY AGREE TO BE FULLY BOUND BY ITS TERMS.**

MARE OWNER:

OTHER MARE OWNER'S SIGNATURE

(If two Mare owners or Mare Owner's parent/legal guardian):

By: _____

By: _____

Print Name: _____

Print Name: _____

Date of Signature: _____

Date of Signature: _____

NOTE: If Mare Owner is a partnership or business entity, Mare Owner must present sufficient proof to Stallion Manager that the signing party has authority by the entity to execute this Agreement.

STALLION MANAGER:

Rick Leek, d/b/a

RICK LEEK QUARTER HORSES

By: _____

Date of Signature: _____

Rick Leek
Authorized Agent for ONE GOOD COOKIE, L.L.C.

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