

This **STALLION BREEDING CONTRACT FOR ON-FARM SERVICE** for the breeding season of 2010, made and entered into on this _____ day of _____, 200____, is by and between P5 Equestrian, LLC, hereinafter designated Stallion Owner/Agent , and _____, hereinafter designated Mare Owner. Mare Owner agrees to breed the Mare _____, Reg No. _____, to the Stallion **A Scenic Impulse**, APHA#00715425, for the Stud Fee of \$1500, for a live foal, subject to the following conditions:

1. A booking fee of \$500 of the above fee is payable with this contract and the balance of \$1000 will be paid upon the mare being pronounced "safe in foal." The booking fee is non-refundable. Under Kentucky law, a six percent sales tax is required on all breeding and collection fees. **The stallion owners of P5 Equestrian stallions will pay this tax. We will not add this amount to the final invoice.** The Stallion Owner requires 48 hours advance notice when the Mare Owner wishes to remove his mare(s) from the farm.
2. Mare, and foal, if applicable, will be periodically vaccinated and wormed as deemed necessary by our veterinarian at Mare Owner's expense. It is recommended mares be wormed and vaccinated within 60 days of entering the farm.
3. The Commonwealth of Kentucky requires a current negative Coggins test within 12 months and health certificate within 30 days on mares coming from outside Kentucky.
4. The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare that is determined by the attending veterinarian not to be in sound breeding condition shall not be bred. A Mare Owner may substitute another mare within that breeding season upon approval of Stallion Owner.
5. The Stallion Owner agrees to diligently try and settle the above named mare and shall have sole discretion of determining the best method of breeding such mare. If, however, the mare does not settle, the Stallion Owner shall be held harmless. There will be no guarantee of a live foal for any mare leaving P5 Equestrian, LLC before being checked "safe in foal" by the attending veterinarian. "Safe in foal" means that the Mare has been checked by a licensed veterinarian and found to be thirty (30) days in foal. If a rebreed occurs, a \$400 rebreed fee will apply.
6. Live Foal Guarantee ("LFG"). Live foal means the foal shall stand and nurse. It is understood if the mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed for the subsequent breeding season only, providing proper notification is given. Proper notification shall be defined as follows: written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the mare's departure from P5 Equestrian, LLC. Stallion owner shall be released from the LFG and the LFG shall be void if the Mare is sold without notice to Stallion Owner. Color Foal Guarantee: If the resulting foal is not eligible for regular paint registry, the mare may be rebred in the current season, provided a chute fee of \$400 is paid. **Embryo Transfer.** If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if Mare has a twin birth resulting in two foals that stand and nurse, an additional breeding certificate will be issued at no extra charge.
7. The breeding season in force for this contract shall begin February 15 and close July 1.
8. It is further agreed that should the above named Stallion die or become unfit for service, or if the above named mare dies, during the breeding season then the Mare Owner may substitute another mare or breed the above named mare to another stallion on the farm that is agreed to by both the Mare Owner and Stallion Owner. It is further understood that frozen semen shall satisfy the terms of the LFG.
9. A breeder's certificate will be issued to Mare Owner after ALL expenses have been paid in full and upon notification of the birth of a live foal.
10. **Waiver of Liability. It is understood that P5 Equestrian, LLC, its owners, employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above named Mare Owner, whose horse(s) are under the care of P5 Equestrian, LLC will not be liable or responsible for any damage, injury, or death to the breeding farm stallions, employees, veterinarians, or other animals in the care of P5 Equestrian, LLC, whether or not caused by his horse.**
11. *This contract is non-assignable and non-transferable.*
12. This contract is entered into the Commonwealth of Kentucky, and will be interpreted and enforced under the laws of Kentucky. If any clause in the contract is against Kentucky law, then only that clause shall be null and void.
13. Attachments 1 - 3 are attached hereto and made a part hereof.
14. This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied, are included unless specifically stated in this written Contract. The original contract will be kept on file at P5 Equestrian, LLC and a copy provided for Mare Owner. When Mare Owner and Stallion Owner have signed this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Signature _____

(Mare Owner's (or authorized agent's)

Signature _____

(Stallion Owner's (or authorized agent's)

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____



Attachment 1 of 3
RULES FOR STALLION SERVICE
ON-FARM

- A. The Stud Fee for A Scenic Impulse is \$1500. The Booking Fee of \$500 is due with the signed STALLION SERVICE CONTRACT. Mares should be booked early.
- B. A Copy of the MARE'S REGISTRATION PAPERS (both sides) must also be included with the signed Contract along with a completed REPRODUCTIVE HISTORY QUESTIONNAIRE contained in Attachment 2.
- C. Balance of Stud Fee, \$1000, is due when the mare is pronounced "safe in foal."
- D. All other fees and expenses will be billed on a monthly basis. A finance charge of 1.5% of the unpaid balance will be charged on all balances remaining due past thirty (30) days.
- E. For your convenience, we do accept Master Card, Visa and American Express. If you wish to use a credit card, A CREDIT CARD AUTHORIZATION FORM (attachment 3), must be completed, signed and returned with the signed Contract.
- F. Live Foal Guarantee: If the Mare does not produce a live foal in 2009, a rebreed will be allowed for the same mare or a substitute mare for the 2009 season only.
- G. Mare (and foal, if applicable) will be periodically vaccinated and wormed as deemed necessary by our Veterinarian at Mare Owner's expense. Every effort will be made to insure that your mare (and foal) receive the best care possible.

Attachment 2 of 3
REPRODUCTIVE HISTORY QUESTIONNAIRE
ON-FARM

Section 1

- 1. Mare Name _____ Year of Birth _____
- 2. Reproductive Status: Maiden (Never been bred) _____ Open/Barren _____
Foal at side _____ In foal _____
If in foal, last breeding date _____
If in foal, will mare foal at P5 Equestrian, LLC? _____

If this mare is maiden or if this mare has been bred at P5 Equestrian, LLC in the last two years, you do not need to complete Section 2 and should go on to Section 3.

Section 2

- 3. How many foals has this mare had? _____
- 4. If the mare is open, when was she last bred? _____
- 5. Has this mare ever been treated for a uterine infection? _____
If so what type? Streptococcus, E. Coli, Klebsiella, Pseudomonas, Other(Circle)
- 6. Has she had a uterine biopsy? _____ If so please provide copies of biopsy reports.
- 7. Has she had a culture if open? _____ If not, one will be performed at P5 Equestrian at mare owner's expense.
- 8. Has the mare every conceived twins? _____



9. Has the mare ever aborted a pregnancy? _____

If so in what month of gestation? _____

10. Has this mare ever been diagnosed as or treated as progesterone deficient? _____

11. Does this mare readily show signs of estrus (tease) when she is "in heat" _____

12. As far as you know, does this mare display normal 21 day estrous cycles? _____

Where was she last bred? _____

Contact person: _____

Phone number: _____

13. Please advise us of any other pertinent information regarding your mare's reproductive history:

Section 3

14. Please list the last vaccination date for your mare for the following vaccinations:
Note: If this documentation is not provided and supported by a veterinarian, the mare will not be allowed off the trailer.

Eastern and Western Encephalitis: _____

Rhinopneumonitis: _____

Tetanus: _____

Influenza: _____

West Nile: _____

Strangles: _____

15. When was the last date your mare was wormed? _____

What deworming product was used? _____

16. Which level of mare care do you want? Flex-Care or Stall (Circle One)

17. Expected arrival date at P5 Equestrian, LLC: _____

Please complete this form and return it with your signed Stallion Service Contract. If you have questions, please call Brad Pitts at phone 812-867-0079, email brad@p5equestrian.com



Attachment 3 of 3

CREDIT CARD AUTHORIZATION FORM ON-FARM Date: _____

Address: _____

City, State, Zip _____

Please Use Credit Card For:

Booking Fee: Y N Stud Fee Balance: Y N Vet expenses: Y N

Mare Care: Y N All Charges Incurred: Y N

To: P5 Equestrian, LLC

This is to verify that I, _____ authorize P5 Equestrian, LLC to pay my account with the use of my Master Card/Visa/credit card. P5 Equestrian, LLC has not stamped my card, but will keep this letter and signature on file to verify authorization. P5 Equestrian, LLC will only charge my statement upon my authorization.

Master Card #: _____ **Expiration date:** _____

Name on Credit Card: _____

Visa Card #: _____ **Expiration date:** _____

Name on Credit Card: _____

Signature: _____

Please keep a contract for your records and return to us the completed contract. In addition please send a copy of the mare's papers (both sides) and your check (if applicable) to P5 Equestrian, LLC at the address below.

P5 Equestrian, LLC
Corporate Headquarters
8720 Hedden Rd
Evansville, IN 47725
(812) 867-0079
www.p5equestrian.com



Information relating to Mares Bred at Breeding Farm

Reminder of paper work required:

Please mail any remaining paperwork (contracts, registration papers, veterinary record, pre-breeding test records, etc) as soon as possible to P5 Equestrian, LLC at 3311 State Route 416 W, Henderson, KY 42420. We request this information at least 7 to 10 days before your mare's arrival. Also include anything that may be of importance regarding your mare's care, diet or habits.

Mare Preparation - VERY IMPORTANT:

Please review your breeding contract: Mare(s) and Foal(s) **MUST HAVE ALL REQUIRED SHOTS** (listed in item 4 that follows and in attachment 2, section 3 of your breeding contract) **ADMINISTERED AT LEAST 14 DAYS PRIOR TO ARRIVAL AT BREEDING FARM.** Your veterinarian's statement must be included.

Farm Contact Information & Arranging Delivery or Pick Up:

Please make arrangements anytime Monday through Saturday between 8 am and 4 pm for delivery and pick up of mare directly with us. We request 7-10 days notice prior to delivery and 48 hrs notice for pick up. This will allow us time to schedule her arrival or to prepare your final billing and make copies of your mare's reproduction records. **Office Phone: (270) 521-0914.** Leave a message if you miss us, and clearly repeat your name and phone number, so that we may call you back and confirm.

Booking Fee, Stud Fee Balance, Rebreed Fee (if applicable) & Mare Care Charges:

The booking fee or any applicable rebreed fee must be paid in advance of delivering the mare to the farm, or at the time of arrival. Mare care, any veterinary charges, blacksmith fees, etc. will be billed monthly. These are due upon receipt and payment must arrive at P5 Equestrian LLC, 8720 Hedden Road, Evansville IN 47725 by the 20th of the month. Interest will be charged on any late payments as per the On-Farm Contract. If you prefer, we can charge your credit card if we have your SIGNED CREDIT CARD AUTHORIZATION FORM on file. We accept Visa, Master Card and American Express.

Any outstanding balance must be paid in full at the time of mare pick up. Please make checks payable to P5 Equestrian LLC. If mailing, please send to: P5 Equestrian LLC, 8720 Hedden Road, Evansville IN 47725.

DIRECTIONS TO FACILITY

P5 EQUESTRIAN BREEDING FARM

3311 STATE ROUTE 416 WEST

HENDERSON, KY 42420

FROM PENNYRILE PKY TAKE SR 425 TOWARD MORGANFIELD. AT THE LIGHT, TURN LEFT ONTO OLD HWY 41. APPROXIMATELY 4 MILES, TURN LEFT ONTO SR 136. APPROXIMATELY 5 MILES TURN LEFT ONTO SR 520 AND CONTINUE TO SR 416 (STOP SIGN). TURN RIGHT AT STOP SIGN AND WE ARE THE FIRST DRIVEWAY ON THE RIGHT.



Requirements for ALL arriving mares:

1. Negative Coggins within 12 months.
2. Current Health certificate within 30 days.
3. De-wormed within 30 days of arrival.
4. List of current vaccinations verified by your veterinarian, with the following mandatory vaccinations current and at least 14 days prior to arrival: Eastern and Western Encephalitis; Tetanus; Rhinopneumonitis; Influenza; West Nile; and Strangles. (see section 3 of breeding contract).

We have a farm that has never had any strangles or any other problems living on the property associated with so many breeding farms. If all horses are vaccinated with the above mentioned, then we can control the problems associated with on farm mares during breeding season and reduce the risk for YOUR mare and/or baby. Rest assured that we are very serious about keeping horses healthy, and we respectfully request your assistance. This is for the protection and health of your mare, so please abide by these requirements. No mare will be allowed off the trailer without this documentation.

- ~A negative uterine culture is required for all maiden and barren mares.
- ~All horses should be in good physical condition (body and hoof).
- ~A history of your mare's past reproduction record filled out with the breeding contract. (see attachment 2 (reproduction history questionnaire) in contract.
- ~Please note HYPP status and if symptomatic.
- ~A list of all medications your mare is currently on.
- ~Please provide insurance information on your mare if applicable.

All required work not done prior to arrival will be completed on farm and charged accordingly.

We do not charge a collection fee if your mare does not settle the first time on farm. That cost is included in the breeding fee, regardless of the number of cycles. All on farm re-breeds and futurity breedings will be charged a \$400.00 collection fee. These are the basic services and fees. Certain injections and/or infusions may be required to help settle your mare and insure timely conception. They will be billed accordingly and within industry standards and norms for costs.



Mare Care:

\$14.00/day flex care (dry)

\$16.00/day flex care (wet)

\$20.00/day stall only

\$275.00/month for year-round mare care in the pasture (mares bred to one of our stallions)

Contact numbers and e-mails:

Brad Pitts at P5 Equestrian: 812-867-0079 or 812-618-7912 brad@p5equestrian.com

Susan Montgomery at P5 breeding farm: 270-521-0914

Mike Hachtel at Espuela Ranch: 903-429-3546 EspuelaRanch@aol.com

SHIPPED SEMEN INFORMATION:

Collection fee: \$250.00 first shipment which is included in the breeding fee.
\$200 for second shipment on same mare if not settled and \$150/shipment thereafter until mare settles in foal that breeding season. Shipping costs are always additional and charged with all shipments.

All shipped semen may be requested in one of three ways and must be received by 11:00 am of the day of shipment. Please include the name of the stallion for which you are requesting semen, the mare and mare owner along with the name, address and phone of where it is to be shipped. Any cancellation must be received by 2 pm.

Phone: 270-521-0914

Fax: 270-521-0912

E-mail: breeding@p5equestrian.com

WE LOOK FORWARD TO SERVING YOU!