

This **STALLION BREEDING CONTRACT FOR ON-FARM SERVICE** for the breeding season of 2009, 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 **ABSOLUTE INVESTMENT**, AQHA#3405912, for the Stud Fee of \$2500, 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 \$2000 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. **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 1 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) is 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

Signature

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

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

Name: _____

Address: _____

City, State, Zip: _____

Phone: _____ Email: _____

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Attachment 1 of 3
RULES FOR STALLION SERVICE
ON-FARM

- A. The Stud Fee for Absolute Investment is \$2500. 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, \$2000, 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 and Visa. 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 2010, a rebreed will be allowed for the same mare or a substitute mare for the 2010 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) receives 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

Dry Mares:

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: _____

Pregnant Mares:

Pregnant Mares will need the following vaccinations in the months listed below.

These months can be calculated from her LBD "Last Breeding Date". Please contact our office if you are not sure of your mare's LBD.

5, 7, & 9 Months Pneumobort K Vaccine

8, 9, & 10 Months Rotovirus Vaccine

8, 9, & 10 Months Botulism Vaccine (1 annual booster there after)

30 Days Prior to foaling Pregnant Mares need the following vaccinations

Mare's gestation periods are 11 months and 11 days, so a due date can be determined based off the LBD. Be sure to give your mare the following vaccinations 30 days before her due date.



Eastern Western Tetanus Rhino Flu (5 way)
Rabies
Pinnacle (for Strangles)
West Nile

Pregnant & Dry Mares:

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

What deworming product was used? _____

16. Which level of mare care do you want? Paddock 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

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 or 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: _____ **Security Code:** _____

Name on Credit Card: _____

Visa Card #: _____

Expiration date: _____ **Security Code:** _____

Name on Credit Card: _____

Signature: _____

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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
3311 State Route 416 W
Henderson KY 42420
Or fax information to
(270) 521-0912
www.p5equestrian.com

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Information relating to Mares Bred at Breeding Farm

Reminder of paper work required:

Please mail or fax 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 West, Henderson, KY 42420 or fax (270) 521-0912. 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. Steve Montgomery, our P5 Equestrian Breeding Farm Manager will be handling all of these arrangements. We request 7-10 days notice prior to delivery and 48 hours 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 and Master Card.

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 the corporate office at: 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 AUDOBON PKY EAST TOWARD OWENSBORO. TAKE EXIT #5 (ZION EXIT). TURN RIGHT. ALMOST IMMEDIATELY, TURN RIGHT ON HWY 812. STAY ON THIS ROAD TO BARREN CHURCH ROAD AND TURN LEFT (JUST BEFORE 2ND MAJOR CURVE TO THE RIGHT). STAY ON BARREN CHURCH ROAD UNTIL IT ENDS AT A T-JUNCTION. TURN LEFT (HWY 520) AND CONTINUE TO HWY 416. 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).

The farm we purchased has never had horses on it. After the first year of operation, we have had no illness, so there are no strangles or any other problems living on our property as 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.

Contact numbers and e-mails:

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

Carol McWhirter at Dan McWhirter Quarter Horses: 402-744-8341 investor@gtmc.net

Scott Montgomery as P5 Equestrian Breeding Farm Manager: 270-521-0914

WE LOOK FORWARD TO SERVING YOU!