

VS CRACKED THE CODE

Stallion Service Contact

(Does Not Guarantee Breeding until returned with full payment)

This certifies

Owner of Mare (as appears on registration)
as Mare Owner, has engaged one service to "VS Cracked The Code",
AQHA Reg.# _____, for the _____ season at a stud fee
of \$ _____ for the following mare:

Mare name: _____ Reg. No.
_____ Breed _____ Ellen Jost agent Rick Skelly Quarter
Horses LLC of the above named stallion will herein be referred to as
Breeder.

1 A signed breeding contract and a brooking fee of \$ 350.00 with the balance
of _____ must be paid in full prior to any shipping of semen to the
above named mare.

2. shipments fee \$275.00 per shipment fedex in united States

\$400 counter to counter

On farm pick up \$125.00

3. A copy of registration papers must accompany the signed contract and
breeding fee.

4. The Mare Owner agrees that each mare offered for breeding shall be in
sound breeding condition and free from infection or disease. Substitution of
the breeding mare during the breeding season shall be accepted upon
agreement from both parties. It is further agreed that if the above mentioned
mare dies prior to foaling, the mare owner may substitute another mare, to be
used in the following breeding season only if agreed upon by both mare
owner and breeder.

5. Live Foal / Color Guarantee. Live foal means the foal shall stand and
nurse. It is understood that if the mare proves barren, aborts her foal, the foal
is stillborn, a rebreed is granted at NO BREEDING CHARGE (plus cost of
shipments) for the following season ONLY provided proper notification is
submitted by

the mare owner. a \$200.00 mare change fee will be charge if owner of mare sells stud fee and only will be good for that year. Paint mares, excluding double registered mares or quarter horse mares, are guaranteed a color foal that can be registered in the regular paint registry or a rebreed is granted at NO BREEDING CHARGE for the following year only. Shipping will be charged. A mare change fee of \$200 if the fee is sold.

6. The breeding season in force for this contract shall begin February 15th and close July 1st of the year dated on this contract. Later shipments possible for late mares.

7. 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 the foal.

8. The signing of this contract entitles Rick Skelly Quarter Horses LLC to charge a rebilling fee of \$25.00 on all past due invoices each month . Past due invoices are defined as those amounts not paid within 30 days of invoicing.

9. This contract is governed by the laws of the State of Wisconsin. All accounts due and payable in Janesville , WI.

10. When the above named Mare Owner signs and returns this contract to Ellen Jost agent Rick Skelly Quarter Horses LLC, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full.

11. All fees paid to Rick Skelly Quarter Horses LLC, are non-refundable, no exceptions.

12. Death of Stallion. In the event that the Stallion becomes incapable of breeding, dies or is sold, this contract shall become null and void and none of the parties hereto shall have any further rights or obligations, unless expressly set forth herein. In the event of the Stallion's death prior to the delivery of a Live Foal, the LFG shall become null and void and have no further effect on this Agreement. At Stallion Owner's sole discretion, the Semen or another stallion may be provided by Stallion Owner to Mare Owner to fulfill the terms of this Agreement. The Breeding Fee less shall be refunded to Mare Owner in the sole discretion of the Stallion Owner and only if alternative arrangements may not be made.

13. Death of Mare. Should the Mare die or become unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute mare to the Stallion. Substitute mare shall be owned or leased by Mare Owner and approved by Stallion Owner. No refunds shall be permitted. No other fees or charges are refundable except as described herein. No fees related to board or settling the Mare or substitute mare are refundable.

14. All Shipments. Mare Owner shall make a request for a shipment of semen on the DAY PROIR to the requested collection date no later than 9a central standard time, and can be canceled without penalty on or by 9 a.m. by calling (phone farm #608-756-5714 or Ellen Cell #847-867-9175) After giving priority to mares ordering first in a cycle, best efforts will be made to produce semen requests which will be filled in the order in which they are received. **Ellen Jost agent Rick Skelly Quarter Horses**, does not guarantee that Mare Owner's Semen request will be filled by the requested date. Best efforts will be made to provide one dose of Semen, two if possible, on an as required basis.

(i) Collection dates are Monday, Wednesday, & Friday

(ii) No semen orders will be filled if notified of an order after 9 am on requested collection day. **VETERINARIAN'S PLEASE BE ADVISED TO TIME MARE'S INSEMINATION/OVULATION WITH RECEIPT OF SEMEN.**

15. Release and Indemnification. Each Owner hereby releases and agrees to indemnify, defend and hold harmless **Ellen Jost agent Rick Skelly Quarter Horses LLC**, and representatives from any claim, charge, debt, demand, lawsuit, loss and expense, including but not limited to attorneys' fees, which may be imposed upon or incurred, directly or indirectly, as a result of the services performed pursuant to this Agreement, arising out of or attributable to the Semen, or resulting from the acts and behavior of Stallion or Mare.

16. Risk of Loss. Each Owner agrees to assume all responsibility for the Semen and the Stallion or Mare, even if in the physical possession of **Ellen Jost agent Rick Skelly Quarter Horses LLC**, and shall bear all risk of loss or damage to the Semen, Stallion or Mare, whether by loss, disease, injury, infection, theft or by any cause whatsoever, and agrees to hold **Ellen Jost agent Rick Skelly Quarter Horses LLC** (or any person employed by or associated with them) harmless on any and all damages associated therewith.

17. Inherent Risks and Assumption of Risk. Each Owner acknowledges there are inherent risks associated with equine activities, including breeding, and hereby expressly assumes all risks associated with participating in such activities. Mare Owner acknowledges that a Haul-In Insemination On-Farm

service may be performed by either Ellen Jost agent Rick Skelly Quarter Horses LLC employee or a facility veterinarian. The inherent risks include, but are not limited to the propensity of equines to behave in ways such as, running, bucking, biting, kicking, shying, stumbling, rearing, falling or stepping on, that may result in an injury, harm or death to persons on or around them; the unpredictability of equine's reaction to such things as sounds, sudden movement and unfamiliar objects, persons or other animals; certain hazards such as surface and subsurface conditions; collisions with other animals; the limited availability of emergency medical care; and the potential of a participant to act in a negligent manner that may contribute to injury to the participant or others, such as failing to maintain control over the animal or not acting within such

participant's ability. **WARNING:** Under Wisconsin Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities.

20. Termination. Ellen Jost agent Rick Skelly Quarter Horses LLC reserves the right to discontinue service at its sole discretion and may terminate this Agreement upon 10 days notice directed to the Stallion Owner and Mare Owner at the addresses below or any other manner reasonably calculated to provide notice. Such termination shall not prejudice or impair Ellen Jost agent Rick Skelly Quarter Horses LLC Rights herein, including but not limited to its right to seek payment for any services rendered

21. If making any payments by PayPal ,(paypal account ejost726@aol.com) there will be a 3% convenience service fee added to the amount of mare owner fees being charged(if not sent Friends and Family). All checks will be made out to Rick Skelly Quarter Horses. A \$35.00 charge for any NSF or turned items by check. Breeders certificates will not be released until all funds are cleared

All shipping containers must be returned within 5 business day

(Mare owner or Authorized Agent)

_____ (Signature)

_____ (Street Address)

_____ (city, State, Zip code)

_____ (phone #)

**SHIPPED SEMEN DESTINATION
& CONTACT INFORMATION**

_____ (Contact Person)

_____ (Street Address)

_____ (City, State, Zip Code)

_____ (phone#)

_____ (nearest airport)