

2024 ON SITE MARE BREEDING CONTRACT

This Agreement, by and between Aaron's Ranch, INC ("Aaron Ranch") and the undersigned Owner or Lessee of the mare described below ("Mare Owner):

1. **Engagement.** The Mare Owner hereby engages one breeding service to _____ (the "Stallion") for the mare (the "Mare") listed below for the **2024** breeding season.

Mare Name: _____ Registration No.: _____

2. **Stallion breeding Fee's.** (See 2024 Stallion Contract/Rebreed Contract on file).
3. **Other Services and Expenses.** It is understood that in addition to the above-stated breeding fee, Mare Owner shall pay board expenses at the rate of **\$23.00** per day for a dry mare or **\$27.00** per day for a wet mare and if necessary a foaling fee of **\$450.00**, plus veterinarian services and related expenses, farrier services, special dietary services, and all other services and expenses reasonable or appropriate to ensure the well-being and breeding of the Mare and/or foal. Board and veterinary fees subject to change. Aaron Ranch will issue monthly statements of all such charges pertaining to board and services provided directly by Aaron Ranch and veterinarian service and/or other vendors will bill directly to the Mare Owner. Mare Owner agrees to pay these charges in full upon receipt. Such charges shall be paid in full whether or not the Mare is settled. In the event such payments are not received when due, Mare Owner acknowledges and agrees Mare Owner shall pay to Aaron Ranch a 1.5% monthly (18% per annum) carrying fee on the total sum of any amount not paid when due. Mare Owner shall pay all reasonable attorneys' fees, paralegal fees, accountant fees and any other cost and expenses incurred by Aaron Ranch in pursuing collection of the sums owed under this Agreement.
4. **Conditions for Acceptance of Mare.** A photocopy of both sides of the Mare's registration papers must be furnished and returned with this Agreement. Mare Owner represents and warrants that the Mare is healthy, of sound breeding condition, halter broken. is free from infection or disease and that the Mare tested negative on a Coggins Test performed within six(6) months prior to the date of this Agreement. Prior to the Mare's arrival at Aaron Ranch, the Mare must have a veterinarian's health certificate including worming and vaccination records and a current negative Coggins Test. If these documents are not presented in acceptable form upon the Mare's arrival, Aaron Ranch shall have a veterinarian make proper test and evaluation at Mare Owner's expense. Aaron Ranch reserves the right to refuse acceptance of the Mare, if, in the opinion of Aaron Ranch, the Mare is not in satisfactory condition.. If the Mare is refused, there will be no refund of the breeding fee. Another mare owned by Mare Owner may be substituted. If no other mare is available this Agreement shall terminate and the parties shall be relieved of any further obligations or liability hereunder,

except Mare Owner's obligation to remove the Mare from Aaron Ranch at Mare Owner's expense and Mare Owner's obligation to pay any outstanding charges and expenses.

5. **Breeding and Risks.** Aaron Ranch will use reasonable diligence to settle the Mare and shall have sole discretion in determining the method of breeding the Mare. Should the Mare not settle, Mare Owner releases and holds harmless Aaron Ranch from any resulting losses or damages? Mare Owner fully understands, authorizes and assumes the inherent risks and dangers in keeping, breeding and transporting horses and acknowledges that mortality and other insurance is solely the Mare Owner's responsibility.

6. **Transportation and Release.** Mare Owner shall be solely responsible for arranging and paying the costs for transporting the Mare. The Mare will not be released to Mare Owner or any agent until all fees and expenses are paid to date. Aaron Ranch shall have a lien against the Mare and/or foal until such time as all charges and expenses are paid in full. This lien shall survive any transfer of possession. Mare Owner shall provide Aaron Ranch with reasonable notice of intent to pick up the Mare. Mare Owner shall provide Aaron Ranch with written authorization to release the Mare to any third party transporter and Aaron Ranch shall have no obligation to release the Mare without such written authorization. Upon commencement of the loading of the Mare by a third party transporter, Mare Owner assumes full responsibility and liability for the health, welfare, care, soundness, breeding condition, and transportation of the Mare and any such foals.

7. **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 the Stallion Breeding Contract and fully incorporated herein. Breeding provided by frozen semen will be shipped according to the terms and conditions for frozen semen set forth in the Stallion breeding contract and fully incorporated herein.

8. **Mare Chute Fee:**

The Mare chute fee (\$650.00) is due when mare arrives at Aaron Ranch, and includes all normal reproductive palpations, inseminations, and ultra-sound charges. And will cover 3 reproductive cycles.

9. **Disclaimer.** Aaron Ranch will use reasonable efforts to provide semen for breeding on a first call, first serve basis. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. Aaron Ranch makes no representations or warranties, expressed or implied, regarding the semen delivered to our facility 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. Aaron Ranch 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 Aaron Ranch 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 Aaron Ranch 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 trait. **AARON'S RANCH INC 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 Aaron Ranch 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 fees specified herein.

10. **Live Foal Guarantee.** Aaron Ranch 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 Aaron Ranch, 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 all boarding 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 Aaron Ranch to rebreed will apply only if the Mare Owner notifies Aaron Ranch 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 Aaron Ranch, Mare Owner certifies to Aaron Ranch 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 Aaron Ranch is released from all obligations of this Agreement.

11. **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, Aaron Ranch 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 foal.

12. **Substitution.** This contract cannot be traded, sold or transferred, in any fashion, to another party. If the Stallion dies, is unavailable, or becomes unfit for service, and the Mare is not in foal, this Agreement shall become null and void. Aaron Ranch, at its sole discretion may

substitute another stallion in this event only with written consent of substitute stallion's owner. No refund will be made on the breeding fee.

13. **No representations or Warranty.** Mare Owner agrees and acknowledges that Aaron Ranch 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 trait. AARONS RANCH DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING.

14. **Waiver/Indemnification.** Aaron Ranch shall not be liable for any damages to the Mare arising out of or from the keeping or breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, theft, running away, death, or injury during or after the term of this Agreement, whether the Mare is on Aaron Ranch property or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at any time during the term of this Agreement and in no case shall Aaron Ranch, its owners, management, agents, and/or employees be held liable. Owner shall indemnify Aaron Ranch, its owners, agents, management, and employees for all damages sustained or suffered by reason of the breeding or keeping of the Mare and for any claims arising out of the breeding act or keeping of the Mare. **WARNING:** Under Texas 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 the equine activities.

15. **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 Aaron Ranch;

(d) This Agreement shall be governed by the laws of the State of Texas 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 Hunt County Circuit or Superior Courts, Greenville, Texas, or in the United States District Court for the District of Texas and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts;

(f) Mare Owner acknowledges that failure of Aaron Ranch to require performance of any provision of this Agreement shall not affect Aaron Ranch' 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 Aaron Ranch 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 Aaron Ranch; and

(i) Mare Owner acknowledges that Aaron Ranch acts solely as agent for the owner of the Stallion, and Aaron Ranch will be bound by the terms of this Agreement only for so long as Aaron Ranch is designated as the agent for the Stallion.

Mare Owner:

Signature: _____ Date _____

Printed Name _____

Address _____ City _____,

State _____, Zip Code _____ Phone (Primary) _____

Phone (Secondary) _____ Email _____

Payment By: Check Money Order Cash Visa Master Card Discover Card

Name on Credit Card _____

Credit Card Number: _____ - _____ - _____ Expiration Date: ____ / ____

Authorization Code (last three numbers from back of card) _____

Cardholder's Signature _____

I hereby authorize Aaron Ranch to charge my credit card the amount listed above plus a 3.5% Convenience Fee.

* An insufficient funds fee of \$50.00 will be charged on all returned checks*

Aaron Ranch, Authorized Agent

By: _____ Date: _____