2027 BREEDING CONTRACT

This Agreement, by and between **Laurie L Roden** (hereinafter "Stallion Owner") located at 1577 14-1/2 Road, Loma, Colorado 81524 and _____ (hereinafter "Mare Owner". In consideration of the mutual promises, covenants, and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **STALLION:** The Mare Owner hereby purchases one (1) breeding to the stallion Pandemic/ The Pandemic (hereinafter the "Stallion") listed below for the 2027 breeding season.
   Registered Name: Pandemic (APHA #1,106,873) – The Pandemic (AQHA #6086916)
   Genetic Test Results: HYPP N/N, GBED N/N, HERDA N/N, PSSM1 N/N, MH N/N, IMM N/N, KSS N/N
   Color Test Results: AA, Ee, CR/n, LWO/n, W20/n, W32/n, W35/n, Spl1 N/N, nd1/nd2

2. **MARE**: The breeding service is being purchased for the mare (hereinafter the "Mare") listed below for the 2027 breeding season. Mare ***MUST*** be LWO tested Negative to breed to Stallion.
   Registered Name: _____
   APHA Registration Number: _____
   AQHA Registration Number: _____
   ApHC Registration Number: _____

3. **BREEDING FEE:** The Breeding Fee for the Stallion is $1,000.00 and shall be paid in full upon execution of this Agreement and prior to sending semen. The $1,000.00 will entitle Mare Owner to breed one (1) Mare to the Stallion to produce one (1) live foal. This Agreement is non-transferrable, non-refundable, and must be used by December 31, 2027 unless otherwise agreed upon in writing by both Stallion Owner and Mare Owner.

4. **BREEDING INCENTIVES**: Breeding incentives for APHA and AQHA World and Reserve World champion mares. Incentives also available for multiple mares and previous breeders.

5. **COLLECTION AND SHIPPING**: Collection and overnight shipping charges will be $350.00. Payment via Venmo, credit card, check or cash must be made to Walsh Quarter Horses in full before semen will be shipped. One dose per shipment is promised, however we ship two doses when available. Shipping expenses are non-refundable and not included in the Breeding Fee. All shipping charges are Mare Owner's responsibility. Collection days are ***Monday, Wednesday and Friday*** only. All requests for semen must be made ***by 8:00 pm MST (Colorado time) the day before shipment***. All requests for semen, cancellations and shipment inquiries shall be directed to Penny Walsh (970) 249-0998. At this time, we do not ship internationally. It is the Mare Owners responsibility to ensure the delivery company will deliver to the requested location. Stallion owner will not be responsible for the costs arising from shipments lost, damaged, or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment after it leaves our custody.

   All collection and shipping charges will be made payable to:
   WALSH QUARTER HORSES, LLC.
   21375 Hwy 550 South, Montrose, CO 81403
   Email: walshquarterhorses@gmail.com

   Penny Walsh (970) 249-0998
   Venmo: @walshquarterhorses
   Website: www.walshquarterhorses.com

6. **SEMEN HANDLING:** Mare Owner agrees to assume all responsibility of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. Stallion Owner (via collection agent) agrees to ship semen to the location designated by Mare Owner. Mare Owner agrees and certifies that only a licensed veterinarian will perform the insemination. Mare Owner agrees to use all semen provided by this agreement solely to breed the Mare named in this agreement. Any attempt to use any portion of semen shipped to Mare Owner to breed any Mare other than the Mare named in this agreement, shall automatically terminate all obligations of Stallion Owner under this agreement and result in forfeiture of all fees and the right to a breeder's certificate. Any unused semen must be destroyed. After two shipments of semen are requested, Stallion Owner reserves the right to request a negative uterine culture/biopsy prior to sending further shipments. Stallion Owner in its sole discretion may refuse to ship semen if Stallion Owner believes the insemination in not proper or Mare is not healthy.

7. **EMBRYO TRANSFERS:** Should Mare build, mature and ovulate more than one follicle and more than one embryo be recovered during one embryo transfer flushing procedure, Mare Owner will decide at that time whether to transfer more than one embryo. If more than one embryo is transferred successfully an additional breeding fee will be charged to Mare Owner when embryo is utilized.

8. **COLOR GUARANTEE:** The resulting foal from the breeding of the Mare (APHA only) must be eligible for Overo, Tobiano or Tovero Registration in APHA. If the resulting foal is APHA registered as a Solid Pattern, the above-named owner is guaranteed a breeding to that Mare the following year only. The mare owner is responsible for collection/shipping charges to re-breed.

9. **LIVE FOAL GUARANTEE:** Mare Owner is guaranteed one live foal from Mare once she has been certified by a Veterinarian to have settled. A "live foal" shall be defined as a foal that stands, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare Owner shall be entitled to rebreed the Mare, or substitute a Mare approved by Stallion Owner in writing, for a breeding to the Stallion thru the following breeding season only. Mare Owner must notify Stallion Owner within forty-eight (48) hours of learning that Mare was not in foal. Mare Owner must provide adequate veterinary records to prove that breeding and birth were properly managed including a statement from a licensed equine veterinarian explaining the failure of the Mare to produce a live foal or the guarantee is null and void. Mare Owner will be responsible for any additional collection and shipping costs resulting from a "rebreed". If the Mare is exposed to another stallion other than the Stallion named in this Agreement, this Agreement is null and void. If Mare Owner fails to notify the Stallion Owner as stated above or rebreed the following breeding season, all fees paid shall be forfeited and the Stallion Owner is released from all Obligations of this Agreement.

10. **REGISTRATION PAPERS:** Mare Owner shall provide Stallion Owner a copy of Mare's registration papers at the time of the execution of this Breeding Contract. If Mare is registered in one or more Associations, all Mare's registration papers must accompany Breeding Contract to be named in all Associations Stallion Breeding Reports. The Owner of record on the Mares registration papers shall be the owner recorded on the Stallion Breeding Report.

11. **CERTIFICATE AND MULTIPLE FOALS:** Upon notification of a birth of a live foal and full payment of all fees and the completion of all obligations under this Agreement, Stallion Owner shall issue one (1) breeder's certificate to owner or release the breeding online. Should more than one embryo or foal result from a breeding,

Mare Owner shall pay an additional breeding fee for each embryo or foal resulting from a breeding. Such payment shall be due within sixty (60) days of breeding if embryos are flushed or within fourteen (14) days in the case of twins, to receive a breeding certificate for the additional foals. Failure to report an additional embryo could result in denial of a breeder's certificate. Breeder's certificates will be released online and a hard copy mailed to owner upon request. It is the Mare Owner's responsibility to contact Stallion Owner with last breeding date and notify if mare is in foal.

12. **SUBSTITUTION:** Should the named Stallion die, become unavailable, sell, or become unfit to breed and Mare is not in foal, the mare owner will be offered a breeding to Make My Dayy, black, AQHA #6,111,891. Alternatively, if frozen semen exists Stallion Owner may, at their discretion, make it available for the Mare Owner pursuant to all terms and conditions for shipped frozen semen. If the Mare dies before producing a live foal, another Mare may be substituted with approval of the Mare by the Stallion Owner.

13. **DISCLAIMER:** Stallion Owner will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges this Agreement does not guarantee semen will be available. Stallion Owner makes no representations or warranties, expressed or implied, regarding the semen delivered under this Agreement, including without limitation, representations or warranties the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Stallion Owner makes no representation 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. Mare Owner hereby disclaims and releases Stallion Owner 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 Stallion Owner 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. Stallion Owner disclaims any warranties, expressed or implied, including warranty of merchantability or fitness for a particular purpose in connection with this agreement and breeding. The parties hereto specifically agree if a dispute between Mare Owner and Stallion Owner arises, Mare Owner's damages, expenses, costs and fees including attorney's fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee that was paid (excluding semen shipment).

14. **DISPUTES:** Any dispute arising from this Agreement will be governed by the laws of Colorado. Any suits arising from this agreement must be filed in Mesa County, Colorado. Stallion Owner is entitled to attorney's fees, paralegal fees, accountant fees, or any other costs incurred in the enforcement of this Agreement.

15. **MISCELLANOUS:** Parties agree this constitutes the entire agreement between both parties. This Agreement cannot be amended unless in writing and signed by both parties. This Agreement shall be binding on the parties' heirs, personal representatives, successors, and agents. Mare Owner acknowledges that failure of Stallion Owner to require performance of any provision of this Agreement shall not affect Stallion Owner's right to later require performance nor shall a waiver of any breach.

16. INFORMATION

Venmo_____ Zelle_____ Check_____ Cash_____

Name on Credit Card:_____

Credit Card Number:_____ Exp._____

CVV (3-digit code):_____ Billing Zip:_____

Mares Name:_____

Registration Association:_____ Registration #:_____

Registration Association:_____ Registration #:_____

Owners name exactly how it appears on registration papers:_____

Phone #:_____ Email: _____

Owner Address:_____

Owner City:_____ State:_____ Zip:_____

Semen Delivery Contact Person:_____

Semen Delivery Contact Phone #:_____

Semen Delivery Physical Address:_____

City:_____ State:_____ Zip_____

Closest airport for semen delivery:_____