

2009 NETHA Stallion Service Contract

I, _____, donate one () breeding(s) for the 2009 season to the North East Texas Horsemen's Association (NETHA).

Stallion Owner: _____ Phone: _____
Email: _____ Website: _____
Address: _____ City/St/Zip _____

Name of Stallion: _____ Reg# _____ Assn: _____
Sire: _____ Dam _____
Stallion info: weight: _____ height: _____ year of birth: _____ color: _____

Breeding Fee: _____ Mare care: _____ dry _____ wet
Shipped Semen? _____ Other Fees: _____

Please give a brief resume of Stallion's accomplishments and/or offspring accomplishments, as well as any incentive fund foal eligibilities: _____

Stallion will be standing at the following address during the 2009 breeding season:

Phone: _____ Stallion Manager: _____
Mare Requirements: (ex: neg coggins, halter broke, etc. to be bred on stallion premises)

Stalling at Auction: _____ # of stalls requested @ \$20.00, pay on arrival. (You may choose to bring offspring of your stud and stall next to him. NO MARES/FILLIES PLEASE! Space is also available in an adjacent stall for setting up booth space to display photos, contracts, videos, etc) **\$50.00 Advertising Fee to accompany Stallion Contract.** NEGATIVE COGGINS REQUIRED AT CHECK-IN.

TO BE COMPLETED BY CLUB AT TIME OF SALE
(Copies will be sent to Stallion Owner and Purchaser)

Sale Price Paid _____ Purchaser's Email: _____
Name of Purchaser: _____ Phone: _____
Address: _____ City/St/Zip: _____

Purchaser agrees to pay in full the sales price on the above named stallion prior to the arrival of mare to the breeding facility or prior to requesting shipped semen. Purchaser will pay the full sales price to Northeast Texas Horsemen's Association (NETHA) and NETHA will advise stallion owner that breeding fee has been paid in full. Purchaser acknowledges, by payment of breeding fees, that he/she has purchased the breeding fee

only. Any additional fees, charges, or guarantees made by stallion owner and purchaser are between the stallion owner and purchaser, and not the responsibility of NETHA. PURCHASER ASSUMES ALL RESPONSIBILITY FOR CONTACTING STALLION OWNER/MANAGER TO CONFIRM THE MARE COSTS, OTHER ADDITIONAL CHARGES AND ADDITIONAL REQUIREMENTS PRIOR TO ARRIVAL OF THE MARE TO THE BREEDING FARM. NETHA recommends obtaining a Stallion Owner Contract relating to fees and guarantees. Breeding season begins 2/15/09 and ends 6/1/09. BY ACCEPTING THIS CONTRACT, THE STALLION OWNER AND PURCHASER AGREE TO ABIDE BY ALL NETHA STALLION SERVICE AUCTION RULES AVAILABLE AT www.nethorsemen.com OR BY REQUEST.

Rules of Stallion Auction:

Stud Fee: Published/Advertised stud fee for all Stallions for the 2009 breeding season will be disclosed. Stallion owner must disclose charges for collection, shipping, mare care, booking plus any other fees associated with the breeding of mare to buyer.

Purchase Price: Purchase price of breeding will be a minimum of fifty percent (50%) of published/advertised stud fee. The minimum sale of all stud fees will be \$300.00. There will be a \$50.00 office charge with on all breedings sold. The stallion service purchase is non-refundable and cannot be transferred without the approval off NETHA. The stallion service fee is due immediately upon agreement to purchase the service at the time of sale (auction). If payment is not made at the time of the sale (auction), NETHA reserves the right to re-sell the service. The only exceptions to the non-refundable policy are as follows:

- The stallion dies after donation of the breeding to NETHA and the mare is not in foal
- The mare dies bred or the mare dies during the breeding season
- The stallion is sold prior to breeding season and has moved out of the area and shipped semen is not optional
- Failure to ship semen, if artificial insemination has been arranged by stallion owner and mare owner
- Failure of mare owner to breed the mare or attempt to breed the mare negates the refund policy.

Stallion Owner: If your stallion is donated and sold, you are eligible to enter one horse by your stallion in one of the Breeders Futurities. If more than one breeding is donated and sold, then Stallion Owner is entitled to another free entry. If the mare to which your stallion service is sold or dies during the breeding season and a refund is made to the mare owner and the service cannot be resold, eligibility of the stallion's get and the free entry are not affected. Stallion Owner's one time free entry may be used for weanling, yearling or 2YO Breeder's Futurities, with only one entry being permitted per sale. Stallion Owner will also be eligible to receive a 10% payback on any and all futurity/maturity class winnings by eligible foals sired by their stallion.

Bidding: Bids will be accepted at the live auction in person, by proxy or by telephone. Please make prior arrangements with NETHA for telephone and proxy bids by calling Kim McCool or Will Woods.

Miscellaneous: The Stallion Service Sale is invitational and the number of stallions donated will be decided by the NETHA. The NETHA is selling a donated breeding for one (1) breeding season only. The NETHA assumes no responsibility or liability for the conduct and/or performance of the stallion, stallion owner, mare and/or mare owner. The purchase of the stallion service is for breeding purposes only and the mare owner will be responsible for all board, vet, transportation and any other fees associated with the breeding. The NETHA

reserves the right to change its rules at any time and any provisions involving extenuating circumstances not covered will be resolved by the NETHA. It is the responsibility of the participants to obtain and to be aware of the rules governing this stallion service sale and of the stallion owner's contract. If a futurity is canceled due to circumstances beyond the club's control (i.e. weather) and rescheduling is not feasible, money will be allocated to the subsequent year's futurity by the NETHA Board of Directors and the stallions will remain on the eligibility list in the subsequent year.

WEBSITES: We will post your website information along with your stallion and your farm information. By accepting this contract, Stallion Owner agrees to post a link to www.nethorsemen.com on their website.

Stallions are NOT REQUIRED to be present for sale of service, however we encourage attendance.

NETHA CONTACT INFORMATION:

Kim McCool
469-667-1030
Fax 903-439-0770

Will Woods
903-348-1232

Mailing Address:

NETHA
P.O. Box 348
Sulphur Springs, TX 75483

Acceptance of Stallion Service Contract: Date: _____

Stallion Owner or Authorized Agent
CONTRACT MUST BE SIGNED TO BE VALID

Please furnish a copy of your Breed Association Registration Papers, and email a high resolution photo for website to: kim.mccool@texasfirstlending.com