

STALLION SERVICE AGREEMENT

(Hybrid Contract - Woody Be Tuff)

I/We, _____ (the “Mare Owner”), hereby agree on this _____, day of 202____, to contract with Solo Select Horses LLC (the “Stallion Owner”), and Lazy E Ranch, L.L.C. (the “Stallion Manager”), to breed the following mare, _____ (the “Mare”), with Registration No. _____, to the stallion WOODY BE TUFF (the “Stallion”) for the 2023 breeding season (together, the “Breeding Privilege”), subject to the terms and conditions set forth in this Stallion Service Agreement.

1. CHARGES.

A. Breeding Fee. The Mare Owner agrees to pay the “Breeding Fee” in the amount of \$6,500.00, which includes:

a. **\$500.00** “Booking Fee”. Such fee is due upon execution of this Agreement to reserve the Stallion, is *non-refundable* and will apply only to the Breeding Privilege contemplated by this Agreement.

b. **\$6,000.00** “Stallion Service Fee”. **Due if and when the Mare is in foal**, prior to the Mare Owner or its’ designee being able to remove the Mare from Lazy E Ranch

B. Miscellaneous. The Stallion Manager will bill the Mare Owner monthly, in arrears, for all expenses including, but not limited to, courier expenses, board and care charges at the Stallion Manager's established rates, and veterinarian and farrier expenses incurred. The Mare will not be released by the Stallion Manager unless the Mare Owner has provided the Stallion Manager at least twenty-four (24) hours advance notice (exclusive of Saturdays, Sundays, and holidays) and all amounts due and payable hereunder have been paid in full.

C. Late Payments. Any charges not paid within ten (10) days following receipt of the first monthly statement on which such charges appear will be past due and accrue interest at a rate of eighteen percent (18%) per annum until paid. Any past due account which is not paid within thirty (30) days of billing will be subject to collection action, including, without limitation, placing the account in the hands of an attorney for collection and foreclosure of any agisters lien(s) on the Mare and her issue. The Mare Owner assumes and agrees to pay all costs of collection, including charges, expenses, attorney fees and related costs which are incurred in the collection of the Mare Owner's balance. In the event the Mare Owner fails to pay for services billed within forty-five (45) days following receipt of the first monthly statement on which such charges appear, then the Mare Owner agrees to deliver to the Stallion Manager the original registration papers and properly execute and delivery transfer documents on the Mare and all weanlings and yearlings. If the Mare Owner refuses to execute all necessary transfer documents and deliver registration papers as set forth herein, the Mare Owner shall pay the greater of \$500.00 or the actual costs of obtaining a new registration certificate. Further, the Stallion Manager, in the Stallion Manager's sole discretion, may refuse to palpate, tease, and breed the Mare and may refuse to vaccinate, shoe, trim, worm or provide any veterinary service until all amounts due hereunder are paid in full.

2. SEMEN. No cooled or frozen semen will be shipped off-site for any reason whatsoever. All Mares will be bred at the Lazy E Ranch, Guthrie, Oklahoma. There is no guaranteed that the Mare will be bred using fresh semen from the Stallion and accordingly, the Mare Owner hereby agrees to the Mare being bred with frozen semen, at the Stallion Managers sole discretion. There exists one hundred (100) other agreements to breed to the Stallion during the 2023 breeding season that were entered into prior to the date of this Agreement; therefore, those first one hundred (100) other agreements and mares described therein will be given priority over the breeding set forth in this Agreement on any given day at Lazy E Ranch.

3. **CONDITION AND TREATMENT.** The Mare Owner agrees that the Mare will be delivered to the Stallion Manager, healthy, in sound breeding condition and registered with the American Quarter Horse Association, the Jockey Club, the American Paint Horse Association, or the Appaloosa Horse Club. A copy of the registration papers for the Mare must accompany the Mare or be provided prior to the delivery of the Mare to the Stallion Manager. The Mare Owner warrants that the Mare Owner is the owner of record of the Mare and has the authority to enter into this Agreement. On or before arrival, the Mare Owner agrees to furnish a negative Coggins Test dated no earlier than twelve (12) months before the date of this Agreement, all vaccination records and worming records, health certificates and information as the Stallion Manager requires and requests. Failure to furnish such information and certificates or failure of any of the foregoing be current, authorizes the Stallion Manager to have the Mare examined and treated by a veterinarian selected by the Stallion Manager at the Mare Owner's expense. The Mare Owner hereby authorizes the Stallion Manager to perform any other veterinary services deemed necessary for the Mare's well-being, and the well-being of other animals in residence at Lazy E Ranch, at the Mare Owner's expense. The Stallion Manager may refuse to breed the Mare to the Stallion if, in the Stallion Manager's sole opinion, the Mare is not healthy and in sound breeding condition. Additionally, any Mares that are not halter broken will not be accepted.

4. **WAIVER OF LIABILITY; INDEMNIFICATION.** The Stallion Manager shall diligently try to "settle" the Mare. The Mare Owner hereby agrees to defend, indemnify and hold the Stallion Manager and Stallion Owner harmless from and against any and all claims, loss, cost, damage, liability, lawsuits, injuries and expense (including, but not limited to attorney fees and expenses) in connection with this Agreement, including, without limitation, failure of the Stallion Manager's to "settle" the Mare. The Mare Owner acknowledges that the possibility of infection or disease exists at any breeding facility and may be increased due to the varied clientele that the Stallion Manager services. The Stallion Manager will exercise reasonable care in caring for and supervising the Mare and her offspring, but neither the Stallion Manager nor the Stallion Owner will be liable to the Mare Owner or any third party for any sickness, injury, or death of the Mare and/or her offspring. The Stallion Owner will have no liability or responsibility to the Mare Owner or the Stallion Manager for any injury, sickness, disease, or death of the Stallion arising from the exercise of the breeding privileges granted herein. Insurance for the Mare and her offspring is the sole responsibility of the Mare Owner.

5. **LIMITED LIVE FOAL GUARANTEE.** If the Mare leaves the Lazy E Ranch and no Breeding Service Fee is paid, as set forth in Paragraph 2(B) above, then the Mare Owner shall not be entitled to a rebreed during the following breeding season. If the Breeding Service Fee is fully paid, as contemplated in Paragraph 2(B) above and does not result in a live foal, the Mare Owner will be entitled to rebreed the Mare to the Stallion during the following breeding season only. If the Mare Owner exercises this right, there will be no additional Breeding Service Fee for such breeding. Any rebreed may be required to be performed at Lazy E Ranch at the sole discretion of the Stallion Owner. The Mare Owner will be responsible for all other expenses and charges as set forth in Paragraph 2 above. If the Mare Owner does not provide the Mare or a substitute mare, approved by the Stallion Manager, for the next ensuing breeding season, then the Stallion Manager, Lazy E Ranch, L.L.C. and the Stallion Owner will be released from any and all liability whatsoever for any further rebreeding or refund of any Breeding Service Fee. The term "live foal" means that the foal resulting from the breeding stands alone, nurses and lives for twenty-four (24) hours. This limited live foal guarantee will be void and the Stallion Manager, Lazy E Ranch and the Stallion Owner will be released from all liability and obligations hereunder unless the Mare Owner notifies the Stallion Manager within forty-eight (48) hours after the time of foaling that the Mare did not produce a live foal. Within fourteen (14) days after such notice the Mare Owner must provide certification that the foaling was an attended foaling and deliver a written statement from a licensed veterinarian giving the details required to substantiate the failure of the Mare to produce a live foal. The limited live foal guarantee herein will be void and the Stallion Owner will be released from the liability if: (a) the Mare is removed from the Stallion Manager's premises without the Stallion Manager's approval before the Mare is checked

in foal by the Stallion Manager; (b) the Mare is sold by the Mare Owner prior to foaling without the Stallion Manager's approval; or (c) the Mare is returned to training after the Mare has been checked in foal by the Stallion Manager.

6. **MULTIPLE EMBRYO TRANSFER.** If more than one embryo is produced from the Breeding Privilege under this Agreement and if multiple embryos are transferred, then the Mare Owner must notify Stallion Manager within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay Stallion Manager the Breeding Fee for each pregnancy. The Mare Owner acknowledges and agrees that only a single foal may be registered from the exercise of the Breeding Privilege, regardless of the number of embryos or live foals that might result from such exercise. The Mare Owner must designate which foal resulting from the multiple embryos will be registered no later than December 31 of the year in which the foal is born.

7. **GENETIC MATERIAL.** The Mare Owner agrees that, without the prior written consent of the Stallion Manager, which consent may be withheld in the Stallion Manager's sole discretion, the Mare Owner will not and will not allow third parties to: (a) freeze any embryos flushed from the Mare; (b) freeze, store or otherwise use any semen or other genetic material derived from the Stallion in any way for any purpose other than impregnating the Mare during the **2023** Breeding Season; or (c) in any way clone or attempt to clone the Stallion.

8. **CERTIFICATES AND SUBSTITUTIONS.** The Stallion Manager will issue a breeder's certificate upon the request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this Agreement or substitute any other mare for the Mare under this Agreement without the prior written consent of the Stallion Manager. Any attempted assignment or substitution without prior written consent of the Stallion Manager will, at the option of the Stallion Manager, terminate this Agreement and release the Stallion Owner and the Stallion Manager from all liability and obligations hereunder.

9. **MISCELLANEOUS.** If the Stallion dies or, if in the opinion of the Stallion Manager, the Stallion becomes incapable of servicing mares for any reason, this Agreement will become immediately terminate, no Breeding Fee will be refunded and any rebreeds will be accomplished by either: (a) the use of frozen semen; or (b) Intracytoplasmic Sperm Injection (ICSI) at the sole discretion of the Stallion Owner. If the Stallion is sold or is transferred, any obligations for future breedings must be arranged with the Stallion Owner and/or the new manager of the stallion and, at the option of the Stallion Manager, the parties to this Agreement will be released from any further liability. This Agreement constitutes the entire agreement between the parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein. This Agreement cannot be amended except in writing executed by all parties hereto. This instrument will be construed in accordance with the internal laws of the State of Oklahoma and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. All actions with respect to this Agreement will be instituted in a court sitting in Logan County, Oklahoma, and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court, waives any objection to the venue in such court and waives any claim that any action has been brought in an inconvenient forum. The Stallion Manager acts solely as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as the Stallion Manager is designated as the Stallion Manager for the Stallion. Time is of the essence of each provision of this Agreement.

10. **SPECIAL PROVISIONS.** Foals resulting from 2023 breeding season are eligible for Riata Buckle, Ruby Buckle, Breeders Invitational, NRCHA Stakes, Bonanza Cutting and NCHA Super Stakes. If the Breeding Privilege is not used or if a mare is not nominated to this season during the **2023** Breeding

Season, the Breeding Privilege will lapse on the final day of the **2023** Breeding Season, and the Mare Owner shall have no further rights to breed to the Stallion under this Agreement, nor shall the Mare Owner receive a refund of any monetary amounts paid.

APPROVED, AGREED TO and EXECUTED this ____ day of _____, 202____, by:

The Stallion Manager:

LAZY E RANCH, L.L.C., an Oklahoma limited liability company

By: _____
F.E. "Butch" Wise, Manager

NOTICE INFORMATION FOR STALLION MANAGER:

9601 Lazy E Drive
Guthrie, OK 73044
Phone: 405-282-3437
Fax: 405-282-6554

Email: leranch@ionet.net

The Mare Owner:

(signature)

Printed Name: _____

Date: _____

NOTICE INFORMATION FOR THE MARE OWNER:

Street Address: _____

Cell Phone: _____

Home Phone: _____

Work Phone: _____

Fax: _____

Email: _____