

JX4, LLC.  
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Massillon, Ohio 44647  
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330-705-9619

### HBF HOT EXPECTATIONS BREEDING CONTRACT

This contract is between \_\_\_\_\_ (MARE OWNER) and JX4, LLC (STALLION OWNER)  
For one service to **HBF Hot Expectations** (STALLION)

Mare name: \_\_\_\_\_ registration number: \_\_\_\_\_

Breed: \_\_\_\_\_ for the 20\_\_\_\_ season.

#### 1. Fees and Expenses:

**A.** Breeding Fee: The breeding fee shall be \$\_\_\_\_\_, which includes a nonrefundable booking fee of \$500.00, which is due upon execution of this agreement. MARE OWNER agrees to pay the balance of the breeding fee and any other fees and expenses before any shipment of semen shall be made.

**B.** Bills are due and payable in full upon receipt. Any balance remaining unpaid after 30 days from billing date shall bear interest at the rate of 1.5% per month from the date billed to the date payment is received. In the event the account is not paid within 45 days from the date of the monthly statement, the STALLION OWNER may refuse to continue service contract. **Visa and MasterCard accepted, there is a 4% service fee for credit cards.**

**2. Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

**3. Breeding Season:** For purpose of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close June 30th of the year on this agreement.

**4. Live Foal Guarantee:** The mare owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the MARE OWNER will be entitled to rebreed the mare the following season only, to the stallion for no additional stud fee however there will be a \$300.00 rebreed fee plus all transported semen expenses, provided proper written notification that the mare has slipped or produced a non viable foal is given to the STALLION OWNER within one (1) week of such slippage or non-viable birth. Proper notification shall be defined as written certification by a licensed veterinarian that the mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER the rebreed may not be honored at STALLION OWNERS discretion.

**5. Embryo Transfers:** In the event that an embryo is sold, the live foal guarantee will be null and void. JX4 strongly recommends the purchase of embryo insurance. There is no live foal guarantee for vitrified embryos.

**6. Breeders 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 the MARE OWNER under this agreement, JX4, LLC 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 foals. Failure to report an additional embryo or foal will result in denial of breeder's certificate.

**7. Substitution:** In the event that the Stallion dies, is sold or becomes unfit for service, and the mare is not in foal, this agreement shall become null and void and the breeding fee will be returned, less the booking fee and other expenses incurred to date. In the event that the Mare dies or becomes unfit for service before being in foal, another mare may be substituted upon written consent of JX4, LLC for no additional stud fee however there will be a \$300.00 rebreed fee plus all transported semen expenses. In the event that the Mare is sold before being in foal there will be a \$300.00 rebreed fee plus all transported semen expenses charged to the new owners upon approval, execution of contracts and written consent of JX4, LLC.

8. **Mediation and Arbitration:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Stark County, Ohio Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Stark County, Ohio, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any state Federal court having jurisdiction. The MARE OWNER AND STALLION OWNER intends that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.
  
9. **Binding and Entire Agreement:** This contract, when signed by the MARE OWNER and the STALLION OWNER and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the these terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.
  
10. **Counterparts and Electronic Signatures:** This contract may be executed in multiple counter parts, each of which is to be deemed original for all purposes, but all of which together shall constitute one and the same contract. Signatures to this contract transmitted via electronic mail, by PDF or similar file types, shall be valid and effective to bind the party so signing.
  
11. **Transported Semen Contract:** Must be executed by MARE OWNER and accompany Breeding Contract.
  
12. **Genetic Testing:** HBF Hot Expectations is 7 Panel N/N, W20 Carrier

**Mare Owner Information:**

Mare Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Stallion Owner: JX4, LLC:**

Stallion Owner/Agent Signature: \_\_\_\_\_ Date: \_\_\_\_\_