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ITS A SOUTHERN THING BREEDING CONTRACT –FROZEN SEMEN

This Agreement, by and between Gumz Farms Quarter Horses, LLC (“Gumz Farms”) and the undersigned Owner or Lessee of the mare described below (“Mare Owner”):

1. **Engagement.** The Mare Owner hereby engages one breeding service to ITS A SOUTHERN THING (the “Stallion”) for the mare (the “Mare”) listed below for the 2025 breeding season.

Mare Name: _____ Registration No.: _____

2. **Breeding Fee.** The breeding fee shall be \$ _____ 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.

3. **Shipping Terms and Conditions.** The breeding fee includes up to **2 doses** of frozen semen, with allowance of one additional dose to be purchased at \$500. Each dose of frozen semen is defined as a single insemination unit which includes a minimum of 600 million total sperm, which, upon proper thawing, show at least a 30% post thaw motility. Any remaining frozen semen is the property of Gumz Farms Quarter Horses LLC.

a. \$800 Dry Shipper deposit is due prior to the first shipment of semen. Dry Shippers are the preferred shipping container. The Dry Shipper must be returned to Gumz Farms at Mare Owner’s expense within three (3) days of its arrival. Failure to comply with this term will result in the accrual of a \$50 per day late fee and the potential forfeiture of the Dry Shipper deposit and an additional deposit will then be required for any subsequent shipments. Any loss or damage to the Dry Shipper or any of its parts or pieces will be the responsibility of the Mare Owner and any compensation for loss or damage may be taken from the deposit. The deposit may also be held until any balance due for shipping expenses and late fees have been paid. Mare Owner is responsible if the Dry Shipper is lost or damaged during return shipping.

b. Mare Owner must arrange for a liquid nitrogen storage tank and transfer the frozen semen from the Dry Shipper to the liquid nitrogen storage tank immediately upon arrival. The Mare Owner should inspect the Dry Shipper and ensure that the zip tie is intact on the latch and that the inside of the Dry Shipper is frosted when opened to transfer the semen. If the Dry Shipper is not sealed and cold upon arrival, a claim with the shipping company should be filed immediately. Thawing instructions will be included with the shipment. The frozen semen can be damaged if the straws are out of the tank for more than 8 seconds. Gumz Farms is not responsible for frozen semen that has been mishandled.

4. **Semen Handling.** Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of frozen semen. Gumz Farms agrees to ship semen, with approval, to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice 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 any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of Gumz Farms under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder’s certificate. Any unused semen must be returned to Gumz Farms or, with written permission, destroyed by a veterinarian. If multiple shipments of semen are requested, Gumz Farms reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. Gumz Farms in its sole discretion may refuse to ship semen if Gumz Farms believes the insemination is not proper or the Mare is not healthy.

5. **Disclaimer.** Gumz Farms will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Gumz Farms makes no representations or warranties, expressed or implied, regarding the semen delivered 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. Gumz Farms 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. Mare Owner hereby disclaims and releases Gumz Farms 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 Gumz Farms 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 train.

GUMZ FARMS 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 Gumz Farms 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 fee specified herein.

3. Live Foal Guarantee. Gumz Farms 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 purchase an additional dose of frozen semen at \$500 per dose. This optional additional dose is outlined in paragraph 2. Mare Owner is responsible for payment of a \$500.00 for an additional dose of frozen semen and all transported semen 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 Gumz Farms to rebreed will apply only if this Agreement is fully paid and the Mare Owner notifies Gumz Farms 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 Gumz Farms, Mare Owner certifies to Gumz Farms 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 Gumz Farms is released from all obligations of this Agreement.
4. 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, Gumz Farms 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.
5. 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 Gumz Farms; (d) this Agreement shall be governed by the laws of the State of Florida 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 Marion County Circuit or Superior Courts, Ocala Florida, or in the United States District Court for the state of Florida, and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; (f) Mare Owner acknowledges that failure of Gumz Farms to require performance of any provision of this Agreement shall not affect Gumz Farms' 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 Gumz Farms 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 Gumz Farms; and (i) Mare Owner acknowledges that Gumz Farms acts solely as agent for the owner of the Stallion, and Gumz Farms will be bound by the terms of this Agreement only for so long as Gumz Farms is designated as the agent for the Stallion.

Mare Owner: _____
Signature Date

Gumz Farms, the Stallion's Authorized Agent

Printed Name

By: _____

Address City, State, Zip

Phone Email

ITS A SOUTHERN THING= BILLING INFORMATION (of MARE OWNER):

Full Name _____

Address _____

Zip, Town _____

APHA/AQHA ID Number _____

Email _____

Phone Number _____

Country _____

SHIPPING ADDRESS (APPROVED CLINIC FOR INSEMINATION WITH FROZEN SEMEN):

Name of Clinic _____

Address _____

ZIP, Town _____

CREDIT CARD INFORMATION (4% usage fee applies):

Full Name _____

Billing Address _____

Credit Card Number _____

Security Code (on Back of Card) _____ Expiration date _____

Responsible Person _____

Country Phone Number _____

Email _____

Zip, Town _____

Signature _____