

# Krohn Show Horses

17645 C.R. 4104 Lindale, TX 75771

(903) 539-1059 Genna Krohn

## BREEDING CONTRACT – Lightning Strike V

1. PARTIES. This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between Krohn Show Horses and  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Numbers: \_\_\_\_\_
2. HORSE. This agreement is for the mare,  
Name of mare: \_\_\_\_\_ Reg. # \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_  
Color: \_\_\_\_\_ Insurance carrier: \_\_\_\_\_
3. OWNERSHIP. (Mark One)  
( ) has full title and registration  
( ) leased mare  
( ) has purchased the mare on installment contract with final payment due \_\_\_\_\_. Full title and registration are currently held by: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone # \_\_\_\_\_
4. BREEDING. The above-named customer contracts to breed the above named mare to Lightning Strike V AHA # 637373 during the 2023 breeding season. Stud fee is \$1,500.00. A non-refundable \$500.00 deposit is due and payable upon execution of this contract. The balance of the stud fee must be paid prior to the shipping of semen.
5. LIVE FOAL GUARANTEE. Should a Live Foal (defined as one who stands and nurses without assistance) not result from this breeding, we will guarantee another breeding the following year. Death of the foal before qualification as a Live Foal must be certified in writing by a veterinarian and received by Krohn Show Horses within ten (10) days of discovery. *A rhinopneumonitis vaccination series must be completed for the Live Foal Guarantee to apply.*

Written documentation may be required in the event of an aborted foal.

6. LIMITATION OF LIABILITY AND INDEMNIFICATION.

Regardless of any negligence on its or their part, Krohn Show Horses and its subsidiaries, affiliated agents, servants, and employees shall not be held liable for any sickness, disease, astray, theft, death or injury suffered, nor for any other loss, damages or injury arising out of or connected with breeding, or other services pursuant to this contract, except as required by law. Customer fully understands, authorizes, and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurances is solely the customer's responsibility. All implied warranties, including fitness; merchantability or otherwise, and all special, incidental, and consequential damages are hereby excluded to the full extent permitted by law. In no event shall Customer's remedy exceed the amount of the fee paid for the service complained of. Krohn Show Horses shall also not be held liable for any personal injury or disability, which the Customer or his agents, representatives or family may receive while on Krohn Show Horses' premises. Customer agrees to indemnify and hold Krohn Show Horses harmless for, from and against any claim, damages, illness or injury caused or suffered by the mare, and from any claim by a buyer of the mare, and Customer agrees to pay all expenses and attorney's fees incurred by Krohn Show Horses in defending any such claim.

7. NONASSIGNABILITY. Customer may not assign any rights or delegate any duties under this Contract without the written consent of Krohn Show Horses.

8. REBREEDING. Mares not checked in foal in a given year must be rebred in the next consecutive year. A substitute for the mare may be used at the owner's discretion.

10. ENTIRE AGREEMENT; CONSTRUCTION; JURISDICTION; ATTORNEYS' FEE. This contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. Headings are for convenience only and not part of this contract. The invalidity or un-enforceability of any term or provision shall not affect the validity or enforceability of the remainder. This contract shall be construed and governed by the laws of Texas. Jurisdiction and venue for all disputes connected with this contract shall be proper only in Smith County, Texas. If a lawsuit is filed with respect to this contract, the

prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

I have read, understand and agree to all the terms an all three pages of this contract.

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Customer

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Date

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Owner or agent for Krohn Show Horses

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Date

*This contract is void if not returned within thirty days of the date in paragraph 1.*