

WOODY BE TUFF

The Ultimate Outcross!

2023 Breeding Fee: \$6,500 incl chute **2023 ICSI Fee:** \$4,500
2023 Frozen Semen Fee: \$6,500 incl chute

First off, we would like to thank you for considering Woody Be Tuff for your 2023 breeding plans! We are so grateful for the overwhelming support for Woody over the last year!

We put the health, wellness and happiness of Woody first when making breeding decisions for him. He has absolutely thrived at Lazy E Ranch, and we feel he is as healthy, sound and happy as he has ever been. With that being said, we have all the respect in the world for our horse and want to do everything we can to keep him in the best shape possible.

We will limit Woody Be Tuff's 2023 breeding book to 100 regular, fresh semen contracts.

****The first 100 contracts received will have full contract privileges, including the ability to ship fresh semen.****

All contracts **received AFTER the 100-contract cut off will be considered "Hybrid" contracts.**

Hybrid contracts will include the following terms:

- Mares MUST be brought to Lazy E Ranch to be bred on-site.
- Mares will be bred with fresh semen only WHEN AVAILABLE. The first 100 "Regular" contracts will ALWAYS have first priority on fresh semen.
- If fresh semen is not available on that given breeding day, these on-site mares will be bred with frozen semen.
- Mare owner will pay all of the following non-refundable amounts: a \$500 booking fee, chute fee and any accrued bills at Lazy E Ranch. The remaining balance on the stallion fee will not be owed if the mare is not in foal before departing Lazy E.

We are excited to give more people the opportunity to breed to this great stallion, without compromising his well-being. Lazy E Ranch is one of the leading breeding facilities in the world, with on-site Veterinarians that are very experienced in using Frozen Semen.

As always, ICSI contracts are available. We DO NOT charge a breeding fee on ICSI contracts until the recipient mare is 35 days in foal.

Although we are incredibly appreciative of those who want to breed multiple and very proven mares to Woody, we are **NOT offering ANY discounts whatsoever for the 2023 breeding season.** We would encourage anyone looking for discounted fees to explore our ICSI option.

Once again, we want to thank you for your continued support of Woody Be Tuff. We are thrilled with the quality and diversity of mares bred to him in 2022, and look forward to seeing his biggest foal crop yet this Spring!

Sincerely,

Melanie Smith & Kaleb Terlip

STALLION SERVICE AGREEMENT
(First One Hundred – 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, 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. Courier, Shipping and Handlings Charges. The Mare Owner agrees to pay for all courier, shipping, and handling charges which may be incurred as a result of this Agreement. The Mare Owner understands that the shipping container (the “Equitainer”) is the sole property of Stallion Manager. Upon execution of this Agreement, the Mare Owner agrees to pay the Stallion Manager a refundable deposit of \$300.00 (the “Deposit”) for the Equitainer. Should the Mare Owner fail to return the Equitainer to the Stallion Manager, before the date that is seven (7) days after the date the cooled semen has been shipped to the Mare Owner, then the Mare Owner will forfeit the Deposit and hereby agrees to pay an additional \$300.00 to the Stallion Manager, for a total of \$600.00.

D. 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. **COOLED SEMEN.**

A. **Handling.** The Mare Owner agrees to comply with all AQHA, APHA and APHC requirements concerning the use and handling of cooled semen. The Mare Owner acknowledges that a qualified and experienced licensed veterinarian, competent in the use of and handling of cooled semen must perform the insemination. The Mare Owner agrees to use his best efforts to perform the insemination procedures within 24 hours but not more than 48 hours after collection from the Stallion.

B. **Pre-Payment.** The Mare Owner agrees to pre-pay all shipping charges and courier charges, in addition to the above-mentioned deposit on the Equitainer. The Mare Owner further understands that no semen shipments will be made until all charges related to, but not limited to, Booking Fee, shipping charges, courier charges and a deposit on the Equitainer are paid.

C. **Shipment.** Mare Owner has initialed and agrees to the following regarding the shipment of cooled semen:

INITIAL NEXT TO EACH PARAGRAPH HERE

_____ Orders for cooled semen must be made by 5 p.m. CST the day prior to shipment. Cancellations must be made by 8:00 a.m. CST the day of shipment or there is a \$100.00 cancellation fee.

_____ Shipment requests must be called into Lazy E Ranch at (405) 282-3437. No fax, email, or any other type of communication will be accepted.

_____ Mares at the Lazy E Ranch have breeding priority on any given day, therefore, no guarantee is given that cooled semen will be available for a specific day. In the event of insufficient semen on a particular breeding day, the Stallion Manager will ship on a first ordered, first served basis. Accordingly, please call as early as possible to request the shipment.

_____ No shipment of cooled semen will be prepared for transfer unless all charges due are paid in full. In case subsequent shipments are necessary, any additional shipping fees must be received from the Mare Owner before the shipment will be made. The request of such shipment of cooled semen is not a guarantee such cooled semen shall be shipped.

_____ A Mare Owner requesting shipped semen should expect to receive one (1) dose of semen. Two (2) doses will be shipped if available.

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: _____