

STALLION SERVICE AUCTION AGREEMENT

Stallion: Name _____ Registry No. _____

In consideration of the mutual covenants herein contained and other valuable consideration, we, the owner or owners of the stallion shown above, sell, transfer, and assign to the North Carolina quarter Horse Association, for use in its Stallion Service Auction, a Breeding Service for the year 20____, to the above named stallion. It is expressly understood by all parties to this agreement that this Breeding Service is assignable only by the North Carolina Quarter Horse Association at its Stallion Service Auction, pursuant to the rules, terms and conditions set forth herein, and pursuant to such other rules as the North Carolina Quarter Horse Association may have heretofore or may hereinafter adopt.

1. The North Carolina Quarter Horse Association shall have the right to sell and assign the aforementioned breeding service at its Annual Stallion Service Auction and the proceeds therefrom belong solely to the North Carolina Quarter Horse Association.
2. The owner of a mare who shall have purchased such breeding service shall pay to the North Carolina Quarter Horse Association the bid price. Payment shall be by cash or check, but is by check no rights shall accrue to the mare owner until the check is honored by the bank. Failure to timely make any of the aforesaid payments shall operate as a forfeiture of all sums paid and of all rights accrued under the contract. No service shall be allowed until the bid is paid in full except upon the express consent of the Board of Directors of the North Carolina Quarter Horse Association.
3. Upon payment of the bid in full, or approval by the Board of Directors of the North Carolina Quarter Horse Association, the following rights, duties and obligations accrue:
 - (a) (1) The mare owner shall have the right to have the stallion service the mare to produce one live foal. If the mare should die or is vet certified as unsound before birth of a foal, the owner shall be entitled to a return privilege the following year for a substitute mare, in which case no live foal is warranted. A foal is live if it stands and suckles.
 - (2) If the stallion dies or becomes unfit for service before service of the mare occurs, the bid shall be refunded in full.
 - (3) If the stallion dies or become unfit for service after service of the mare occurs and no live foal results, then the mare owner shall receive credit for the bid at the next succeeding stallion auction. If not so used, said bid shall become forfeited and no refund shall be due. if no succeeding auction is held, the bid shall be refunded in full.
 - (4) If the mare is returned to race or performance training after pronounced in foal, the live foal guaranteed becomes null and void and all return privileges are cancelled.
4. The stallion owner will not be responsible for any disease, accident, sickness and or death of mare or foal, and similarly mare owner will not be responsible for any disease, accident, sickness or death of stallion.
5. The mare, in order to qualify for this breeding service, must be halter broken.
6. Board will be charged the mare owner by the stallion owner at the regular rates for the year in which the breeding occurs. All veterinarian bills for the mare are the responsibility of the mare owners.
7. Stallion owners shall diligently try to settle the mare to the best of their abilities, and shall have absolute discretion to determine the best method to breed each mare, including the right to retain a licensed veterinarian to assist therein. Any veterinarian expenses incurred thereby shall be paid for by mare owners.
8. A Breeder's Certificate shall be furnished the mare owner upon payment in full of all board and veterinarian expenses owned and birth of a live foal.
9. The advertised breeding fee for this stallion for 20____ is \$_____ Additional fees - i.e. Chute Fees _____ will be paid to the stallion owner.
10. Cooled shipped semen: _____ Yes, or _____ No. Frozen semen: _____ Yes, or _____ No. All breedings performed by frozen or cooled shipped semen shall be governed by a separate atreement between the mare owner and the stallion owner.
11. The North Carolina Quarter Horse Association Stallion Service shall not be responsible for accident, sickness, or death to any stallion, mare and/or foal.
12. This contract is non-transferable.
13. The owner of any stallion, whose breeding rights are sold at the auction, shall be entitled to one free entry i the North Carolina Quarter Horse Association Breeders Futurity but if such breeding right does not sell thru the auction, such stallion owner shall not be entitled to a free entry for that stallion in the North Carolina Quarter Horse Association Breeders Futurity.
14. Arbitration: Any question or controversy arising under this agreement shall be decided by arbitration. The Board of Arbitration shall consist of the President of the North Carolina Quarter Horse Association; the Chairman of the Stallion Service Auction Committee and a member at large from the Horse Association shall also be Chairman of the Stallion Service Auction Committee, the arbitration panel shall consist of the President of North Quarter Horse Association, the senior member (length of service) of the Stallion Breeding Auction Committee, and a member at large from the membership of the North Carolina Quarter Horse Association appointed by the President.

The arbitration panel shall give the involved parties notice of a hearing date and place, at which time, the involved parties may submit their grievances in writing or in person. Within five (5) days (Saturdays, Sundays and holidays included), after the conclusion of the hearing, the arbitration panel shall render its decision. The joint decision of any two arbitrators shall be sufficient and such decision is final and binding on all parties.

Stallion Owner _____	Date _____
Address _____	Phone (_____) _____
City _____	State _____ Zip _____

ASSIGNMENT

The North Carolina Quarter Horse Association Stallion Service, a division of the North Carolina Quarter Horse Association, in consideration of the bid of the mare owner and other good and valuavle consideration this date paid, does hereby sell, assign, and transfer all right, title and interest in the above contract to _____, mare owner, subject to all the terms and conditions set forth above and incorporated herein by reference

NORTH CAROLINA QUARTER HORSE ASSOCIATION
Date _____ BY: _____
Secretary

ACCEPTANCE

In consideration of the above Assignment, we hereby assume and agree to make all the payments and abide by all the conditions stated in the aforementioned Agreement, including all responsibilities in arranging for said breeding service with stallion owner.

Mare Owner Lessee Agent _____	Date _____
Address _____	Phone (_____) _____
City, _____	AMOUNT DATE
State _____ Zip _____	AMOUNT DATE
Bid Purchase Price \$ _____	