



AWPA STALLION SERVICE ACKNOWLEDGMENT

****STALLION OWNERS TO COMPLETE HIGHLIGHTED PORTIONS****

Stallion Name: Always A Jillyen V

Stallion Sire: Jillyen Et Jamaal

Stallion Dam: Amazing Grace V

- Purchaser hereby acknowledges that I/we purchased a breeding to the above named stallion to be used during the 2017 or 2018 breeding season to a mare of my/our choice, after having made the high bid and being declared the Purchaser of the sale by auction.
- Minimum bid on any stallion service is \$1000.00
- The Breeding Rights are non-transferable unless the stallion owner approves a transfer of the Breeding Rights;
- Purchaser must comply with the requirements of the above-mentioned stallion's breeding contract, including, but not limited to health papers, vaccinations, normal fees and miscellaneous charges listed below;
- Payment for the full purchase price is due within five (5) days of the closing date/time of the stallion auction;
- The Breeding Rights will transfer to the Purchaser only once timely payment has been delivered pursuant to the terms of this Breeding Agreement;
- The stallion may be sold and/or relocated during the above mentioned breeding year. If the stallion is sold and/or relocated, the Purchaser will be responsible for any increased costs that may arise as a result of such relocation;
- In the event the stallion owner, by reason of death or injury of stallion, is unable to fulfill this agreement, the breeding fee will be refunded without interest, unless frozen semen is available.
- The Breeding Rights are subject to the rules and regulations of the Arabian Western Pleasure Association.
- Stallion Owner agrees to purchase the service for the minimum amount should a greater bid not be attained
- **Damages.** In the event that Purchaser fails to comply with the conditions of the sale, the Arabian Western Pleasure Association ("AWPA") may terminate this Agreement and retain all payments as liquidated damages, or may, without further notice, pursue any and all remedies available at law or in equity, including without limitation, an action for specific performance.
- **Release and Indemnification.** Stallion Owner (as identified below) for themselves, their spouse, legal representative, heirs and assigns, hereby releases, waives, discharges and agrees to indemnify AWPA, AWPA's officers, directors and members from all liabilities to Stallion Owner, Stallion Owner's spouse, legal representative, heirs and assigns for any loss or damage past, present or future on account of Stallion Owner's donation of this Breeding at AWPA's stallion breeding auction.

ALL CORRESPONDENCE TO AWPA SHALL BE DIRECTED TO:

ARABIAN WESTERN PLEASURE ASSOCIATION C/O REBECCA FULKERSON 102 Brandy Ct./Summerville, SC 29485

843-670-3036/rebecca@summitrubber.com/info@arabianwesternpleasure.com
www.arabianwesternpleasure.com



AWPA STALLION NOMINATION/DONATION AGREEMENT YEAR OF NOMINATION: 2017

This AWPA Stallion Nomination Agreement (this "Agreement") is made this 11 day of 11, ~~2016~~ ²⁰¹⁷, between the undersigned stallion owner ("Owner") and Arabian Western Pleasure Association, a(n) _____ ("AWPA"), with reference to the information on the foregoing page 1, which is incorporated herein by this reference, and hereby agree as follows:

- **Minimum Fee.** In the event that Owner's stallion's semen (the "Breeding") does not sell for the minimum bid of \$1000.00, Owner will purchase the Breeding for the minimum fee of \$1000.00 ("Minimum Fee"). THE MINIMUM BID IS REQUIRED FOR BOTH AUCTIONS IF PARTICIPATING IN BOTH.
- **Non Breeding Donations:** If you do not stand your stallion due to medical reasons or the stallion is deceased but you continue to use frozen semen, you may choose not to "donate" a breeding but need to designate which class or classes your stallion's progeny will be entering in. If you are participating in both the PB and HA you will be required to pay the \$1000 nomination and cover BOTH minimum bids at \$1000 each. If you are participating in just the PB or just the HA you must pay both the \$1000 nomination fee and the \$1000 minimum bid. This will require AWPA approval before entrance into the program.
- **Nomination Fee.** Owner will pay the annual stallion nomination fee of \$1000.00 (the "Nomination Fee") in full on or before December 31 of each year (the "Nomination Deadline") that Owner wishes to submit for nomination. If Owner submits the Application (as defined below) and the Nomination Fee on or before the Nomination Deadline.
- **Breeding Rights; Responsibility of Other Charges.** Owner acknowledges that Minimum Fee and the Nomination Fee are for rights to sell the Breeding for the Stallion identified on page 1 of this Agreement. Purchaser will be responsible for all other CHARGES, including but not limited to the stallion contract provided by the stallion owner.
- **Required Information.** Owner must complete this application, complete stallion portion of purchasers' agreement, provide copy of stallions registration papers, a signed breeding contract designated for AWPA auction listing all fees that will be associated with auction breeding, stallion profile, photos (maximum 3), and the payment of \$1,000. See checklist before sending in nomination. All documents are required on or before December 31st in order to be eligible to be enrolled as a nominated stallion.
- **Breeding Sale Procedure.** Owner acknowledges that the Breeding will be sold via online auction through a auction company of AWPA's choosing.
- **Sale Subject to Rules and Regulations.** Owner agrees that the Breeding will be sold subject to the AWPA rules and regulations, as may be amended from time to time at the discretion of AWPA.
- **Damages.** In the event that the purchaser at the sale fails to comply with the conditions of the sale, AWPA may terminate this Agreement and retain all payments as liquidated damages, or may, without further notice, pursue any and all remedies available at law or in equity, including without limitation, an action for specific performance.
- **Release and Indemnification.** Owner for themselves, their spouse, legal representative, heirs and assigns, hereby releases, waives, discharges and indemnifies AWPA, AWPA's officers, directors and members from all liabilities to Owner, Owner's spouse, legal representative, heirs and assigns for any loss or damage past, present or future on account of Owner's donation of this Breeding at AWPA's stallion breeding auction.
- **Governing Law.** Indiana law applies to this Agreement without regard to any choice-of-law rules that might direct the application of the laws of any other jurisdiction. Any action respecting this Agreement will brought in Elkhart County, in the State of Indiana. The parties consider this Agreement to be executed by their duly authorized representatives on the date first mentioned above.

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PURCHASERS INFORMATION:

NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ EMAIL: _____

PAYMENT INFORMATION: CHECK CREDIT CARD

MAKE CHECKS PAYABLE TO AWPA

CREDIT CARD NUMBER: _____

NAME ON CARD: _____

ADDRESS FOR CARD: _____

EXP DATE: _____ CODE: _____

CARD HOLDER SIGNATURE: _____

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