

AWPA STALLION NOMINATION/DONATION AGREEMENT YEAR OF NOMINATION: 2019

STALLION NAME:		•
REGISTRATION NUMBER:	OWNER NOMINATION (Y/N):	
SIRE:	_ DAM:	
AUCTION(S)STALLION WILL PARTICIPATE (PUREBRED, HA	ALF-ARAB, OR BOTH):	
STALLION OWNER INFORMATION:		
NAME:		
ADDRESS:		
		_
	EMAIL:	
WEBSITE:		
STALLION CONTACT INFORMATION:		
CHECK THIS BOX IF THIS IS THE SAME AS OWNER		
	AGENT:	
ADDRESS:		
CITY/STATE/ZIP:		
PHONE NUMBER:	EMAIL:	
WEBSITE:		
Stallion is also nominated in the following (Y/N):		
AHA BREEDERS SWEEPSTAKES:		
IOWA GOLD STAR:REGION 12 SPOTLIGHT STALLION:		
SCOTTSDALE SIGNATURE:		
MINNESOTA MEDALLION:		
OTHER:		

ALL STALLION CORRESPONDENCE TO AWPA SHALL BE DIRECTED TO:



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owner ("C	A Stallion Nomination Agreement (this "Agreement") is made this day of, 2018, between the undersigned stallion Dwner") and Arabian Western Pleasure Association, a(n) ("AWPA"), with reference to the information on the 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.

• 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.

amended from time to time at the discretion of AWPA.

including without limitation, an action for specific performance.

Sale Subject to Rules and Regulations. Owner agrees that the Breeding will be sold subject to the AWPA rules and regulations, as may be

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,

• **Governing Law.** Ohio 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 Franklin County, in the State of Ohio. The parties consider this Agreement to be executed by their duly authorized representatives on the date first mentioned above.

ALL STALLION CORRESPONDENCE TO AWPA SHALL BE DIRECTED TO:



AWPA STALLION NOMINATION/DONATION AGREEMENT YEAR OF NOMINATION: 2019

STALLION OWNER SIGNATUR	{E:		
DATE:			
		CHECK CREDIT CARD	
CREDIT CARD NUMBER:			
NAME ON CARD:			
ADDRESS FOR CARD:			
EXP DATE:	_	CODE:	
CARD HOLDER SIGNATURE:_			
FOR OFFICE USE ONLY:			
DATE PROCESSED:			
BY WHOM:			

ALL STALLION CORRESPONDENCE TO AWPA SHALL BE DIRECTED TO:

ARABIAN WESTERN PLEASURE ASSOCIATION C/O REBECCA FULKERSON 438 Barricade Ln. / Dorschester, SC 29437

843-670-3036/rfulkersonwest@gmail.com/arabianwesternpleasure1@gmail.com www.arabianwesternpleasure.com



2019 AWPA STALLION SERVICE ACKNOWLEDGMENT

STALLION OWNERS TO COMPLETE HIGHLIGHED PORTIONS

Stallion Name:	
Stallion Sire: _	
Stallion Dam: _	

- Purchaser hereby acknowledges that I/we purchased a breeding to the above-named stallion to be used during the 2019 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.
- **Governing Law**. Ohio 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 be brought in Franklin County, in the State of Ohio.

ALL STALLION CORRESPONDENCE TO AWPA SHALL BE DIRECTED TO:



2019 AWPA STALLION SERVICE ACKNOWLEDGMENT

NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
	EMAIL:
WEBSITE:	
STALLION CONTACT INFORMATION:	
CHECK THIS BOX IF THIS IS THE SAME AS OWNER	
STANDING AT:	AGENT:
ADDRESS:	
CITY/STATE/ZIP:	
PHONE NUMBER:	EMAIL:
WEBSITE:	
STALLION BREEDING FEES ASSOCIATED WITH AUCT	TION BREEDING: (MARK ALL THAT APPLY)
TRANSPORTATED SEMEN AVAILABLE (Y/N):	FROZEN SEMEN AVAILABLE (Y/N):
HANDLING/COLLECTION FEE: \$	CONTANINER DEPOSIT FEE: \$
SHIPMENT OUTSIDE OF USA AVAILABLE (Y/N):	AUCTION BOOKING FEE: \$
MARE CARE PER DAY: \$	BOARD PER DAY: \$
MISC FEE AMOUNT AND DESCRIPTION: \$	
SIGNATURE OF STALLION OWNER OR REPRESENTATIVE	

ALL STALLION CORRESPONDENCE TO AWPA SHALL BE DIRECTED TO:



2019 AWPA STALLION SERVICE ACKNOWLEDGMENT

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:

ALL STALLION CORRESPONDENCE TO AWPA SHALL BE DIRECTED TO:



2019 AWPA STALLION NOMINATION CHECKLIST

1. STALLION NOMINATION FORM
2. STALLION PORTION OF PURCHASERS' AGREEMENT
3. COPY OF STALLION'S REGISTRATION PAPERS
4. 1 PARAGRAPH STALLION PROFILE
5. UP TO 3 HIGH RESOLUTION PHOTOS
6. PAYMENT OF \$1,000 ANNUAL NOMINATION FEE
—— 7. FACEBOOK POST PROFILE OR VIDEO LINK. YOU
WILL RECEIVE UP TO TWO FACEBOOK POSTS ON
THE AWPA PAGE A YEAR, THAT YOU CAN WRITE OR
SUMBIT OR THE AWPA WILL WRITE IF FOR YOU.
—— 8. SIGNED COPY OF STALLION'S BREEDING CONTRACT-
NOTE: CONTRACTS NEED TO BE SIGNED
INCLUDE ALL FEES ASSOCIATED
WITH AUCTION BREEDING

ALL STALLION CORRESPONDENCE TO AWPA SHALL BE DIRECTED TO: