

understands all the terms and conditions outlined herein, and he/she accepts this contract as a legal and binding instrument on behalf of the owner, owner's heirs, successor, and assigns.

This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. Any amendments to or modifications of the terms of this agreement must be in writing. This contract may not be transferred or assigned by mare owner without the prior written consent of the Farm/stallion owner.

9. REMEDIES: Purchaser agrees that Farm shall not be liable for incidental or consequential damages resulting from any act or omission of Farm, nor shall Farm be responsible for lost, delayed, or damaged semen if the loss, delay, or damage occurred after shipment by Farm. Under no circumstances shall Farm's liability to Purchaser for any reason exceed the sum or value of Purchaser's payments to Farm under this contract.

10. GOVERNING LAW: This contract shall be governed by the laws of the Commonwealth of Virginia and shall be binding upon the parties hereto and their personal representatives.

11. MISCELLANEOUS TERMS: Purchaser agrees that any sums due farm under this contract shall be at an interest at the rate of twelve percent (12%) per annum until paid. Purchaser shall be liable for any and all costs incurred by Farm in the collection of any sums owed, including costs and attorneys' fees. The parties agree that any litigation between them will be conducted in a court of competent jurisdiction in Rockingham County, Virginia or in the U.S. District Court for the Western District of Virginia, Charlottesville Division.

12. IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals.

Windswept Stables Farm or Agent

By: _____

Title: _____

Dated: _____

PURCHASER (Mare Owner)

By: _____

Dated: _____

Address _____

Phone _____

Cell _____

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