Oklahoma Quarter Horse Racing Association

BLACK GOLD FUTURITY PROGRAM

STALLION NOMINATION AGREEMENT

This agreement is made on the _____ day of _____, _____ between the Black Gold Futurity Program owned and administered by Oklahoma Quarter Horse Racing Association, hereinafter called Black Gold Program and the undersigned Stallion Nominator (Stallion's owner of record as recorded by AQHA for the following stallion:

_____

Stallion Name & AQHA ID Number

The parties agree to the following stipulations:

- **ONE-TIME, LIFETIME STALLION PARTICIPATION FEE**
  - **$2,500 for stallions that have not yet bred a mare provided fee must be paid prior to breeding the first mare; or**
  - **$5,000 for stallions that have previously bred a mare or mares.**

  Stallion breeding reports submitted to AQHA will be used to verify the appropriate fee for stallions enrolling in the program. Any stallion found to have bred a mare prior to enrollment will be required to pay the additional $2,500 or will be removed from program and foals by that stallion will not be eligible for races. OQHRA is not liable for any damages to a breeder as a result of a stallion determined to be ineligible for participation due to a misrepresentation of the status of the stallion at the time of enrollment.

- **STALLION BECOMES A BLACK GOLD STALLION FOREVER**
  Once a stallion participation fee is paid in full, foals (past, present, & future) may nominate to Black Gold Races.

- **THIS PROGRAM IS FOR REGISTERED QUARTER HORSE OFFSPRING BY PARTICIPATING STALLIONS**

- **THE BLACK GOLD FUTURITY AND DERBY PROGRAM IS OWNED BY THE Oklahoma Quarter Horse Racing Association, Inc**. (OQHRA, INC) and operates under the laws of the State of Oklahoma, the rules and regulations of the Oklahoma Horse Racing Commission, and Blue Ribbon Downs.

- **PARTICIPATION FEE PAYMENTS** will be escrowed upon receipt for use as Added Money for the Black Gold Programs.

- **STALLION AWARDS:** 5% deducted from purse of each Futurity distance division and from each Championship Futurity and paid to the owner of record according the AQHA at the time the dam of the money earning offspring was bred. Exception: If a dam was bred before the Stallion's enrollment, and the Stallion's Owner of Record at breeding was other than the Owner of Record named herein, the award will be paid to the Stallions Owner of Record named herein, since already born offspring were nominated to the Futurity as a result of the Stallion's Enrollment in the program. Stallion awards pay 10 places in division finals and Championship of Futurity. Stallion participation follows the Stallion. <u>If the stallion is sold the Owner of Record prior to the sale agrees to notify OQHRA that the Stallion has changed ownership.</u>

- **STALLION SUBSTITUTION:** For all stallions enrolled after October 19, 2006 there will be no substitution in the event of death or inability of the stallion to service mares in subsequent years however all foals by such stallions conceived as a result of frozen semen or frozen embryos will remain eligible for the program. If a first time stallion is enrolled and dies or becomes incapable of service prior to breeding the first mare, the enrollment fee may be refunded.

- **PROGRAM PROMOTION**: For each breeding season Stallion Nominator agrees to furnish the Black Gold Program (OQHRA, Inc) with a list of mares in foal to this stallion, their registration number, the owner's name, address and phone number; and to encourage owners of offspring to nominate to the races. Stallion Nominator agrees to include the Black Gold Futurity among the stallion's Program Eligibilities in his own advertising.

- **PROGRAM & RACE CONDITIONS**: Stallion nominator agrees to the terms of these Program conditions as written by the Black Gold Program (OQHRA, Inc); that the Black Gold Program has the right to accept or reject any stallion at its sole discretion; that Black Gold Program reserves the right to promote this Program in any manner it deems appropriate. Black Gold Program (OQHRA, Inc.) reserves the right to increase Added Money, or otherwise amend Program Conditions, or future Stallion Nomination agreements.

- **ADVERTISING AND ADMINISTRATION**: 15% will be deducted from Stallion Participation fees with remainder applied to purses for the Black Gold Program.

- **INTEREST** (if earned) will be added to the purses

- **AWARDS**: All Awards and trophies will be provided by OQHRA.

Owner of Record:_____

Mailing Address: _____

Owner of Record Tax ID number (or social security number): _____

Daytime Phone: _____ Evening Phone: _____

STALLION ENROLLED:

Stallion Name: _____ AQHA Reg. # _____

Year Foaled: _____ Year of 1st crop to race: _____

Location where Stallion Stands: _____

Contact Person: _____ Phone: _____ Fax: _____

In consideration of the promises, terms, conditions and payment of sums contained herein, it is agreed between the parties as set forth above. This agreement may not be assigned or transferred to any other person without the specific consent, in writing, by OQHRA. The conditions herein are binding upon all parties hereto, their heirs, their devisees, executors, administrators, assignees, and all other legal representatives.

THEREFORE, each of the parties hereto has signed this Agreement, or caused it to be signed on his behalf:

Black Gold Program	Stallion Nominator
By: _____	By: _____
Officer or Authorized Agent	Stallion Owner or Authorized Agent

RETURN TO: Black Gold Futurity Program c/o OQHRA P.O. Box 2907, Edmond, OK 73083
405-216-0770 phone or 405-216-0770 Fax Email: oqhra@aol.com
Please enclose enrollment fee with Application