

Cinder Lakes Ranch, LLC
STALLION SERVICE CONTRACT

11828 S FM 372 Valley View, TX 76272 Office: 940-637-2536 Fax: 940-637-2540

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FEE SCHEDULE

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COOLED TRANSPORTED

Chute Fee/Booking Fee \$500.00
Shipment Fee (Fed Ex) \$250.00
Shipment Fee (Air) \$350.00
Pick Up Fee \$50.00

ON FARM

Chute Fee/Booking Fee \$500.00
Dry Mare Board \$15.00/day
Wet Mare Board \$17.00/day
Pasture Board \$9.00/day

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I hereby agree to breed the Mare, _____ Registration # _____
Year foaled _____ to the Stallion, **JACS ELECTRIC SPARK, AQHA Registration # 3676811**, for the
2010 breeding season. The Stallion Fee is **\$3000** this includes a booking/chute fee of **\$ 500**.

This mare will: carry the foal be flushed for an embryo transfer

The Stallion Fee stated above includes a non-refundable booking fee which shall be payable upon execution of this contract. If Cooled Transported, the shipped semen deposit shall cover the cost of the shipments, courier fees, or any late charges incurred. THE BALANCE OF THE STALLION FEE AND THE SHIPPED SEMEN DEPOSIT SHALL BE PAYABLE A MINIMUM OF TEN (10) DAYS PRIOR TO THE FIRST SHIPMENT. If On Farm, the balance shall be payable when the mare is pronounced safe in foal, or when the mare is picked up from the breeding facility, after having been exposed to the stallion. All other expenses, including board shall be payable monthly.

COOLED TRANSPORTED:

1. Mares on the premises of the Stallion Manager have a breeding priority on any given breeding day; therefore, we make no guarantee cooled semen will be available for a specific day. The stallion manager is not responsible for the untimely delivery or condition of the cooled transported semen as we have no control of the shipment after it leaves our custody.

2. There will be a charge, as stated above, in the Fee Schedule for the first shipment of cooled transported semen. There will be an additional charge, as listed in the Fee Schedule, for each additional shipment. Any remaining funds from the shipping deposit will be returned to the mare owner upon the written confirmation of the 60 day pregnancy. If the semen is being picked up at the facility, there is a \$50 fee payable on or before the day it is picked up.

3. Due to the high demand of shipped semen, it is imperative that the equitainer be returned to the stallion manager within 72 hours. Return shipping costs incurred are the responsibility of the mare owner. ANY CONTAINERS NOT RETURNED WITHIN THE 72 HOUR PERIOD WILL BE CHARGED \$50/DAY LATE CHARGE. DO NOT USE U.S. POSTAL SERVICE.

4. The mare owner understands that they must comply with the following:

- A) Consult the stallion manager as to the days of collection.
- B) Notify the stallion manager when the mare comes into heat.
- C) Notify the stallion manager 48 hours before anticipated time of ovulation.
- D) Mare Owner realizes and accepts that the stallion may be shown during the course of the breeding season, and might on occasion be unavailable for collection. It is the responsibility of the mare owner to check on the availability of the stallion.
- E) **CONFIRM ORDER FOR SEMEN BEFORE 5:00 P.M. CST PRIOR TO THE DAY OF SHIPMENT. Cancellations must be made by 8:00 A.M. CST the day of the shipment. CANCELLATIONS MADE AFTER THAT WILL BE SUBJECT TO A \$150 CANCELLATION FEE.**

5. EMBRYO TRANSFERS: If more than one embryo is produced from a Stallion breeding under this agreement and if multiple embryos are transferred, then the Mare owner must notify the Stallion Manager within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare owner must pay the Stallion Manager additional Stallion fees for EACH pregnancy before any Breeders certificates will be issued.

6. The Stallion Manager agrees to ship cooled semen as described above. If the mare fails to settle for any reason, the mare owner will hold the Stallion Manager blameless.

7. Stallion Manager reserves the right to refuse any further shipments to the Mare owner and require that the mare be brought to the breeding facility to be bred.

8. PLEASE NOTE: Cinder Lakes Ranch and Reproductive Center, LLC does not ship Cooled Transported Semen outside the continental United States. Please contact the office regarding frozen shipments, fees and contracts.

ON THE FARM:

1. The Stallion Manager agrees to provide suitable facilities for the care and feed of the mare and/or foal while in his custody. The mare owner agrees to the rates listed in the fee schedule above. MARES UNDER LIGHTS ARE CHARGED UNDER THE INDIVIDUAL RATES.

2. The Stallion Manager will exercise judgment in care and supervision of the mare and/or foal. The Stallion Manager's veterinarian will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and the safety of the mare and/or foal. The Mare Owner hereby consents to all medical care administered to the mare by the Stallion Manager's veterinarian. All veterinarian and farrier expenses will be paid by the Mare Owner as provided in paragraph 1.

3. The mare shall be in a healthy and sound breeding condition; free from infections, contagious or transmittable diseases. A current negative Coggins Test, Photostatic copy of registration papers (both sides); veterinarian's health certificate, plus a health, worming, and immunization record must accompany the mare. If the Mare owner should fail to provide any of the above documents, the Mare Owner hereby consents to the Stallion Manager's veterinarian examining and/or testing the Mare as may be necessary to complete the above tests, certification and other records. This is all to be completed at the Mare Owner's expense. HOWEVER, the Stallion Manager reserves the right to refuse to accept any mare which is (1) not in proper condition or (2) which does not have all of the records, tests and registration documents as required herein.

4. The Mare Owner agrees to pay the foaling of \$300 to have the mare foal on the premises of the Stallion Manager. All veterinarian expenses incurred in connection with the foaling shall be paid by the Mare Owner, in addition to the foaling fee.

5. The Stallion Manager agrees to diligently try to settle the Owner's Mare. The Mare Owner agrees to give the Stallion Manager ample opportunity to settle the mare (having bred her through at least two (2) heat-periods). The Stallion Manager does not give a Live Foal Guarantee for any mare leaving the breeding facility unless the mare has been pregnancy-checked, and found to be in foal by the Stallion Manager's veterinarian. IF THE MARE LEAVES BEFORE BEING PREGNANCY-CHECKED, THEN ALL UNPAID BOARD, EXPENSES, AND BREEDING FEES BECOME DUE AND PAYABLE, AND THE LIVE FOAL GUARANTEE THEN BECOMES VOID. If, however, for any reason the mare does not settle, the Mare Owner will hold the Stallion Manager harmless. The above applies to the normal breeding period, February 1 through June 30 of each year.

COOLED TRANSPORTED SEMEN and/or ON THE FARM

1. A LIVE FOAL GUARANTEE will only apply as follows:

A live foal is described as a new born foal which stands and nurses without assistance. If the foal is born dead, rebreed privileges shall apply only if the Stallion Manager is notified within seven (7) days thereof, and receives a veterinarian's statement confirming death. The rebreed privileges shall apply only to the next normal breeding season. If the mare miscarries, proves barren after having been pregnant- checked in foal, or fails to conceive during the normal breeding season, the Stallion Manager agrees to breed said mare again during the breeding season immediately following that year.

- A) Cooled Semen: Confirmation of pregnancy of the mare at 60 days must be submitted in writing from a veterinarian or receiving

