

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, **VERY SMART REMEDY, AQHA Registration # 3919926**, for the
2010 breeding season. The Stallion Fee is **\$3000**. This includes a **\$500** booking fee.

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

station. For mares that DO NOT CONCEIVE from the breeding using Cooled Semen, a rebreed will be honored the following year with a rebreed service charge as stated in the Fee Schedule above. The Stallion Manager may require the rebreeding to be performed at the Stallion Manager's facility rather than through cooled semen.

B) On The Farm: Open mares that are returned for a qualified rebreed shall be ON THE STALLION MANAGER'S PREMISES ON OR BEFORE MARCH 15, of the following breeding year after the mare was first pronounced "safe in foal". A substitute mare and Substitute Mare fee may be sent if the original mare is deemed unfit for breeding at the discretion of the Stallion Manager, as long as the Mare Owner has maintained the bred Mare in good condition during the term of her pregnancy.

2. THE LIVE FOAL GUARANTEE IN THIS CONTRACT IS NON-TRANSFERABLE AND NON-ASSIGNABLE and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void. However, the Stallion Manager may, at his discretion, upon application and payment of a new booking fee, continue to honor the live foal guarantee granted to the original owner. In the event that Stallion Manager agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.

3. Rebreeds and Mare substitutions will be subject to a \$500 dollar fee. Rebreeds that are brought onto the stallion owner's premises will not be charged this \$500 rebreed fee.

4. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.

5. THE UNDERSIGNED AGREES THAT THE STALLION MANAGER, AND ITS AGENTS, OFFICERS, AND EMPLOYEES WILL NOT BE RESPONSIBLE FOR ACCIDENT, INJURY, SICKNESS OR DEATH TO THE MARE OR IT'S FOAL; WHETHER FROM FIRE, FLOOD, THEFT, ACT OF GOD, NEGLIGENCE BY THE STALLION MANAGER OR ANY OF ITS AGENTS, OFFICERS OR EMPLOYEES, OR FOR ANY OTHER REASON. THE UNDERSIGNED AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE STALLION MANAGER, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND; INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF THE MARE OR ITS FOAL, OR FOR ANY DAMAGE TO THE MARE OR ITS FOAL, ARISING OUT OF OR IN CONNECTION WITH THE SERVICES PERFORMED BY THE STALLION MANAGER UNDER THIS CONTRACT, REGARDLESS OF WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED IN WHOLE OR IN PART OUT OF NEGLIGENCE OF THE STALLION MANAGER, ITS OFFICERS, AGENTS, OR EMPLOYEES.

6. The parties further agree that should the Stallion die or become unfit for service for any reason, or if the Mare should die or become unfit to breed, then this contract shall become null and void and both parties are relieved of any further obligation hereunder. Likewise, any monies heretofore paid by the Mare Owner toward the Stallion fee, with exception of the NON-REFUNDABLE BOOKING FEE, shall be refunded to the Mare Owner. However, the Mare Owner shall pay for all other expenses actually incurred.

7. The Mare Owner agrees that the Stallion Manager has not made, and does not make, any representation or warranty as to the quality, or conformation of the foal nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. The Stallion Manager makes no implied warranties of merchant ability or fitness for a particular purpose.

8. The parties acknowledge that this agreement is made and shall be entirely performed within the State where the Stallion Manager's facility is located and shall be construed and enforced under the laws of said State.

9. This contract shall be binding upon the parties hereto, upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto.

A PHOTOSTATIC COPY, BOTH SIDES THEREOF, OF THE REGISTRATION PAPERS ON YOUR MARE MUST ACCOMPANY CONTRACT. OWNER RECORDED ON REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

		\$2500	\$500
Authorized By (Stallion Owner/Agent):	Date:	Stallion Fee:	Booking/Chute Fee (due with contract):
Signature of Mare Owner:		Owner of Mare: (As Listed on Registration Certificate-please print)	
Street Address:	City:	State:	Zip Code:
Email Address:	Telephone Number:		

If you are providing a credit card for payment, please complete the following section. All balances due will be charged to the number provided. It is the responsibility of the mare owner to provide and maintain accurate credit card information. If a credit card is declined due to insufficient funds, it will be handled as a returned check.

Name on Credit Card (please print):	Signature of Cardholder:
Card Number: <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Expiration date: <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/>	CVC2 code : (3 or 4 digit code on back of card) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Telephone number of Cardholder :	

FOR OFFICE USE ONLY:

Date Rec'd: _____	Amt Pd: _____	CC	MO	CK	CK/MO #: _____
Date Ent'd: _____	Mailed: _____				
Date Pd Bal: _____	Amt Pd: _____	CC	MO	CK	CK/MO #: _____