

2024 STALLION SERVICE CONTRACT - EARLY BOOKING

I hereby agree on the _____ day of _____ to contract with **The Ranch Equine, Inc. (Breeder)** to breed the following mare,
_____ Reg.No.: _____ to the stallion, **CERTAINLY A VISION** (AQHA 5324426)

for the 2024 breeding season (Feb. 5 - July 1) subject to the following terms & conditions. The Breeding fee is **\$1,300.00**, which includes the Chute fee of **\$650.00**. The Chute fee is non-refundable and is due upon execution of this contract. The remainder of the Breeding Fee is due prior to breeding the above stated mare.

Pickup: **\$125.00** Shipping expenses are: FedEx Overnight **\$325.00** Counter to Counter: **\$425.00** Canadian: **\$550.00**
Additional : *First (2) Pickups, (1) FedEx shipment, or \$325 towards first Airline or Canadian shipment covered in Chute Fee*
Shipped Semen: **Y / N** Pick up: **Y / N** Embryo Transfer: **Y / N**

This breeding contract is to be returned with the non-refundable Chute Fee. Breeding Fee is for one live foal. The balance of Breeding Fee is additional and due either upon mare departure from the breeding facility after having been inseminated, or prior to the first cooled semen shipment. All other expenses shall be due according the schedule listed below. A copy of the aforementioned Mare's registration papers MUST accompany this contract.

Cooled Shipped Semen :

The mare owner understands that they must comply with the following when dealing with shipped semen;

- Orders for semen MUST be made by 5pm Central Time the day prior to collection/shipment.
 - Cancellations MUST be made by 8:00 am CST the day of shipment. Failure to call to cancel will result in the shipment being sent.
 - Cancellations made after that will be subject to a \$100.00 cancellation fee.
 - **All fees must be paid in full & mare registration papers must be submitted prior to any shipment.**
1. The first (2) pickups or (1) FedEx shipment are covered in the Chute Fee. In the event the first shipment is a counter to counter air shipment, or Canadian shipment, \$325 of the Chute Fee will go towards this shipment. The remainder is payable prior to the shipment leaving the custody of The Ranch Equine Inc. Any subsequent pickups or shipments must be paid in advance, or will be charged to the credit card on file. No shipment will be released from The Ranch Equine Inc. without prior payment.
 2. Pickup from The Ranch Equine Inc. is \$125 per shipment. FedEx is \$325 per shipment. Counter to counter by air is \$425* per shipment. Canadian shipments are \$550.
*Courier fees to DFW Airport or Dallas Love Field and other charges are included in these prices. Mare owner is responsible for pickup or costs associated with pickup
 3. USDA Health Certificate and fees associated for export are included in the Canadian Shipment price.
 4. Stallions are collected on an every-other-day basis. **There are no exceptions.** It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days. Semen must be requested no later than 5pm the day prior to collection by contacting The Ranch Equine Inc. at (903) 564-7883. **Shipment requests must be called in. No fax, email, or any other type of request will be accepted.**
 5. Shipment method for FedEx Overnight, or Counter to Counter Airline service must be specified when ordering semen.
 6. Overnight shipments are sent via FedEx Priority Overnight. If the recipient specifically requests First Overnight or UPS, an additional \$150 charge will be assessed to the shipment cost.
 7. Mares on the premises of The Ranch Equine Inc. have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, The Ranch Equine Inc. will ship on a first ordered, first served basis.
 8. Mare Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available.
 9. The Ranch Equine Inc. only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit. The Ranch Equine Inc. does not guarantee fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.
 10. Shipping containers must be returned in a timely manner. If container is not returned within one week of shipment, a \$40 fee will be charged to the credit card on file.
 11. The Mare Owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, Mare Owner agrees to have the mare checked for pregnancy by a licensed veterinarian within 34 days of insemination. **Mare owner agrees to provide The Ranch Equine Inc. with the results of the pregnancy exam within 35 days of insemination.** Failure to do so may result in late fees to add the above stated mare to the stallion breeding report.

The Ranch Equine, Inc., agrees to ship cooled semen as described above. If the mare fails to settle for any reason the mare owner will not hold The Ranch Equine, Inc., responsible or liable for damages to the semen or condition of the Mare. The Ranch Equine, Inc., reserves the right to require the mare to be brought to breeding facility to be bred in such a case.

On-Site Breedings:

1. Mare Owner will furnish Breeder with a current negative Coggins test and Veterinarian's certificate of health. If these documents do not accompany the mare, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. The Breeder reserves the right to accept or reject any mare that is not in proper condition, or does not have all the records, tests, and registration documents as required herein.
2. Breeder agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees to pay for care and feed at the daily rate of \$22.00 per day. An additional \$5.00 per day will be assessed for wet mares. Breeder will exercise judgment in care and supervision of mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at Mare Owner's expense.
3. The Chute Fee covers all rectal palpations, ultrasounds, semen collection, and artificial insemination for (3) cycles if necessary. In the event more breeding attempts are required after the first (3), the Mare Owner is responsible for all charges associated.
4. The Ranch Equine Inc. makes no guarantees on availability to accept onsite mares. The mare owner must contact the office in order to arrange for the mare to come on-site. In the event there is no availability, alternate breeding locations can be recommended.
5. The undersigned agrees that the Breeder and its agents, officers and employees will not be responsible for any accident, injury, sickness, or death to the mare or its foal, whether from flood, fire, theft, act of God, or any other reason. The undersigned agrees to and shall indemnify and hold harmless Breeder and 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 fees, for injury or death to the mare and/or foal. Any person associated with Breeder is not liable for death, or any disease, accident, and/or injury caused to the mare and/or her foal, and that Mare Owner is not liable for death, or any disease, accident, or injury caused to the stallion.
6. Breeder requires the balance of the Breeding Fee, plus all unpaid board and expenses must be paid in full before the mare is released from The Ranch Equine Inc. A mare owner representative will be allowed to pick up the mare if a current signed credit card authorization is on file.

Mare owner understands and complies with the following:

1. A copy of the mare's registration papers, health certificate, and current Coggins test must accompany the mare upon arrival. If these are not presented upon arrival, the Breeder shall have the attending veterinarian prepare such tests at the Mare Owner's expense.
2. It is the Mare Owner's responsibility to notify The Ranch Equine Inc. of the pregnancy status within 35 days of insemination. Failure to contact The Ranch Equine Inc. by August 1st will result in a \$75 late fee to add the mare to the Stallion Breeding Report.
3. To obtain a Breeders Certificate, you must notify The Ranch Equine Inc. of the birth of the foal. This certificate will not be issued nor released until the account has been paid in full.
4. *Embryo Transfers:* Mare Owner agrees to notify The Ranch Equine Inc. that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to notify The Ranch Equine Inc. once the additional recipient mare(s) have been confirmed in foal with a heartbeat present. The Mare Owner must then pay a Stallion Fee equal to the aforementioned Stallion Fee for each additional live foal. The additional Stallion Fee is due upon the additional foal(s) standing and nursing. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).
5. *Live Foal Guarantee:* Live foal means the foal shall stand and nurse without assistance. It is understood that if the mare proves barren, aborts her foal, or if foal is born stillborn, a return breeding will be guaranteed the following year only at The Ranch Equine, Inc., providing that proper notification is received within 7 days of the occurrence. A live foal guarantee will apply to those mares that are certified in foal by a licensed veterinarian. Confirmation must be sent to The Ranch Equine, Inc. in order to guarantee a rebreed. Confirmation can be in form of letter from attending licensed veterinarian. Breeder does not make any warranty or representation as to the quality or conformation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.
6. *Rebreeds:* If the mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year. Mare owner will be subject to an additional chute fee, plus any additional attending veterinarian fees. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed to in writing and signed by all parties.
7. All Rebreeds and Donated breedings are subject to a \$650.00 Chute Fee.
8. This contract is valid for the 2023 breeding season only. Mare Owners may not purchase this contract with the intent to use in a subsequent season. In the event of this contract being paid in full, and the mare never being bred, this shall become a rebreed for the following season ONLY. An additional Chute Fee will be due at that time, and any difference in Stallion Fee is payable to the Stallion Owner.
9. This contract is a binding agreement between The Ranch Equine Inc., Stallion Owner, and Mare Owner and is non-transferable unless otherwise agreed to, stated in writing, and signed by all parties. Any transferred breedings will incur an additional Chute Fee and completed paperwork by the new contract holder.
10. The Mare Owner agrees that the mare presented for breeding will be in good health and in sound breeding condition. Any mare certified by the attending veterinarian to not be in sound breeding condition shall not be bred and a mare may be substituted at no additional charge.
11. The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding The Ranch Equine, Inc. nor any of its employees, associates or affiliates. Failure to do so may result in legal action regarding the content and damages associated from such action. Furthermore, The Ranch Equine Inc. reserves the right to void this contract in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a rebreed.
12. Should the above named stallion die or become unfit for service for any reason, this contract shall become null and void and both parties are relieved of any further obligation hereunder. Any monies paid by the Mare Owner toward the Stallion Fee, shall be refunded at the sole discretion of the Stallion Owner.

Initial: _____

13. When the Mare Owner signs and returns this contract to the Breeder it becomes a valid and binding contract upon both parties. All unpaid expenses will be paid upon receipt of an invoice or when the mare leaves the ranch, whichever is first. The mare and foal (if applicable) shall be released only upon payment in full of all outstanding balances, including those of the attending veterinarian. Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 2% per month or the maximum rate allowed by law.

This contract will be governed by the laws of the State of Texas. It is understood that The Ranch Equine, Inc, its owners, employees and guests shall not be liable for any injury, escape, disability, act of God or death of any horse on its premises. The parties hereby specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Texas. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Grayson County, Texas as this agreement shall be performed in Grayson County, Texas as the last act to make this a binding contract occurred in Grayson County, Texas.

Under Texas Law (Chapter 87, Civil Practice and Remedies Code) An equine professional is not liable for injury or death of a participant in equine activities resulting from inherent risks of equine activities.

Stallion Manager / Agent Signature

Mare Owner and/or Agent —Signature

<p>OFFICE USE</p> <p>Stallion Fee _____</p> <p>Chute Fee _____</p> <p>Registration Papers <input type="checkbox"/></p> <p>Notes _____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p style="text-align: center;">OWNER INFORMATION</p> <p style="text-align: center; color: red;">Please complete all parts</p> <p>Owner/Agent : _____</p> <p>Address : _____</p> <p>City/State/Zip _____</p> <p>Cell Phone : _____ Alt. Phone _____</p> <p>Email: _____</p>
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Credit Card Authorization

1. All shipped semen contracts MUST have a credit card on file. This card will be charged in the event a subsequent shipment is needed and has not been paid for in advance.
2. The card will be charged in the event a shipper is not returned, or returned in unusable condition.
3. Please indicate what additional fees you would like charged to the credit card in the boxes available.
4. There is a 4% transaction fee for all credit card transactions.
5. In the event you would prefer to send a check, you MUST communicate this with the office prior to the shipment leaving our custody. All credit cards are charged the morning of collection days, so unless other arrangements have been made, the card on file will be charged.

Please charge this card for: Chute Fee Stallion Fee Shipments

Name (as it appears on card): _____

Billing Address: _____

* If different from above **Card Type:** Visa Mastercard Discover AMEX

Card Number: _____ - _____ - _____ - _____

Expiration Date: _____ / _____ **Security Code:** _____

By signing this contract, you are agreeing to pay the amount invoiced to you.

Cardholder Signature _____ **Date** _____

*If you have an issue with a charge to your card, you are obligated to contact us within 48 hours after the charge has occurred.

Shipped Semen Information

Name of Clinic: _____ Phone _____

Contact/Veterinarian: _____ Phone _____

Address: _____

City/State/Zip: _____

Clinic/Veterinarian Email: _____

Does this location accept FedEx deliveries on Saturday? Y N *Please provide alternate location if not

Saturday Delivery Location: _____

City/State/Zip: _____

Nearest Major Airport: _____

Alternate Airport: _____

Semen requests MUST be made by 5pm the day prior to collection

* Our couriers will make every effort to ship to the preferred airport. Due to flight times, connections, and availability, this is not always possible and they will use their best judgment to ensure the shipment arrives on the best possible flight. Beste Courier Service is not responsible for delays or problems with airlines once the package has left their possession, but will do everything they can to help ensure the semen arrives to its destination in a timely manner.

To order semen, please call the office at (903) 564-7883

Once a request is made, we will consider it confirmed if not cancelled by 8am CT the morning of a collection day. Any cancellations made after 8am will be subject to a \$100 late cancellation charge.

On-farm mares have priority on collection days. In the event of insufficient semen, we operate on a first ordered, first served basis.

Please expect to receive ONE DOSE per shipment.

Our breeding season runs from February 5th to July 1st. Please refer to the attached collection calendar for collection days or call our office with any questions.