

Cinder Lakes Ranch, Inc.

STALLION SERVICE CONTRACT

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

FEE SCHEDULE

COOLED TRANSPORTED SEMEN RATES

Shipment Fee (Fed Ex)	\$300.00
Shipment Fee (Air)	\$400.00
Pick Up Fee	\$100.00

ON FARM MARE CARE RATES

Pasture Board	\$12.00/day
Dry Mare Board	\$18.00/day
Mares with Foals	Additional \$2.00/day

I hereby agree on the _____ day of _____, 20____, to contract with Cinder Lakes Ranch, Inc., hereinafter know as "Breeder", to breed the "mare" _____ registration number _____ to the "Stallion" SPOOKS GOTTA WHIZ, AQHA registration number 4954395 for the fee of **\$2500** for the 2012 breeding season, which begins February 1, 2012 and ends June 30, 2012, subject to the following terms and conditions:

 \$500

BOOKING FEE: Non-Refundable / Payable upon execution of this contract to CINDER LAKES RANCH

 \$2000

STALLION FEE: Payable to SPOOKS GOTTA WHIZ prior to the mare leaving the Breeder or the first shipment.

Additional Terms _____

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

1. 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 1.5% per month or the maximum rate allowed by law. The balance of the Stallion Fee, plus all unpaid board and expenses must be paid in full before the mare is released or the first shipment is made.

COOLED TRANSPORTED SEMEN:

1. Mares on the premises of the Breeder have a breeding priority on any given breeding day; therefore, we make no guarantee cooled semen will be available for a specific day. The Breeder 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. The Breeder makes no representations or warranties as to the quality of the semen of the Stallion. The Mare Owner accepts and assumes all risks concerning the viability and motility of the semen.

2. The mare owner agrees to the rates listed in the fee schedule above. There will be a charge, as stated, in the Fee Schedule for each shipment of cooled transported semen. Any remaining funds from the shipping deposit will be returned to the mare owner upon the written confirmation of 60-day pregnancy. If the semen is being picked up at Breeders, there is a \$75 fee payable on or before the day it is picked up. If semen is shipped to Canada, mare owners will be responsible for paying additional costs incurred for the shipment. These costs may include but are not limited to; taxes, duties, import fees, and USDA charges.

3. Due to the high demand of shipped semen, it is imperative that the equitainer be returned to the Breeder 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 any equitainers returned via US Postal Service will be charged a \$100 fee.

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

A) Consult the Breeder as to the days of collection.

B) **CONFIRM ORDER FOR SEMEN BEFORE 5:00 P.M. CST PRIOR TO THE DAY OF SHIPMENT.**

C) **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 Breeder within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare owner must pay the Breeder, as agent for the stallion owner, \$ 1000 for EACH additional pregnancy before any Breeder's certificates will be issued.

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

ON FARM BREEDING:

7. The Breeder agrees to provide 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. The Breeder will exercise judgment in care and supervision of the mare and/or foal. The Breeder'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 Breeder's veterinarian. The Mare Owner agrees to pay all expenses incurred while at the Breeders.

8. The mare shall be in a healthy and sound breeding condition; free from infections, contagious or transmittable diseases. Mare Owner agrees to provide a copy of a negative Equine Infectious Anemia test, photo static copy of registration papers, veterinarian's health certificate, worming, and immunization record prior to mare entering the Breeders facility. If the Mare owner should fail to provide any of the above documents, the Mare Owner hereby consents to the Breeder'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 Breeder reserves the right to refuse any mare which is not in proper condition or does not have all of the records, tests and registration documents as required herein.

9. The Mare Owner agrees to pay Breeder a foaling of \$300 to have the mare foal on the premises of the Breeder. The Mare Owner, in addition to the foaling fee, shall pay all veterinarian expenses incurred in connection with the foaling.

10. The Breeder does not have care, custody or control insurance. It is the responsibility of the mare owner to carry insurance on the mare for injury and mortality.

COOLED TRANSPORTED SEMEN and/or ON THE FARM BREEDING

11. Limited Live Foal Guarantee: The following represents the limited live foal guarantee applicable to this contract. No other guarantee is being provided, and no modifications to this guarantee shall be recognized, unless provided in writing by Breeder. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal is born dead, rebreed privileges shall apply only if the Breeder is notified within seven (7) days thereof, and receives a veterinarian's statement confirming death. The rebreed privileges shall apply only to the following breeding season. If the mare miscarries, proves barren after being pregnancy- checked in foal, or fails to conceive during the normal breeding season, the Breeder agrees to breed said mare again during the breeding season immediately following that year. 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 herein shall be void. The Breeder 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 Breeder's veterinarian. IF THE MARE LEAVES BREEDERS FACILITY 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 Breeder harmless.

12. Rebreds and Mare substitutions will be subject to a \$500 dollar fee. Should the mare die or become unfit to breed the mare owner has the right to transfer the breeding to a substitute mare.

13. 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 after the Breeder has been notified that a live foal has been produced.

14. THE UNDERSIGNED AGREES THAT THE BREEDER, AND ITS AGENTS, OFFICERS, AND EMPLOYEES WILL NOT BE RESPONSIBLE FOR ACCIDENT, INJURY, SICKNESS OR DEATH TO THE MARE AND/OR ITS FOAL; WHETHER FROM FIRE, FLOOD, THEFT, ACT OF GOD, NEGLIGENCE BY THE BREEDER OR ANY OF ITS AGENTS, OFFICERS OR EMPLOYEES, OR FOR ANY OTHER REASON. THE UNDERSIGNED AGREES TO AND SHALL INDEMNIFY AND HOLD HARMLESS THE BREEDER, 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 BREEDER UNDER THIS CONTRACT, REGARDLESS OF WHETHER SUCH INJURIES, DEATH OR DAMAGES ARE CAUSED IN WHOLE OR IN PART OUT OF NEGLIGENCE OF THE BREEDER, ITS OFFICERS, AGENTS, OR EMPLOYEES.

15. The parties further agree that should the Stallion die or become unfit for service for any reason, 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.

16. The Mare Owner agrees that the Breeder has not made, and does not make, any representation or warranty as to the quality, or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. The Breeder makes no implied warranties of merchant ability or fitness for a particular purpose.

17. The parties hereto specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Texas. If any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Cooke County, Texas as this agreement shall be performed in Cooke County, Texas as the last act to make this a binding contract occurred in Cooke County, Texas. Should any civil action be commenced between the parties concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorney's fees and disbursements as determined by a court of competent jurisdiction.

18. The Mare Owner acknowledges that the Stallion has been tested as a carrier for Glycogen branching enzyme deficiency "GBED" and that the Mare will be required to submit a negative GBED test prior to breeding. The Mare Owner acknowledges that the resulting foal has the potential to have a white hair coat.

18. 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. Mare Owner, in signing this contract clearly understands there are three parties to this agreement. Breeder, the Stallion Owner in which Breeder acts only in the capacity of agent in collection of the stallion fee for their account, and mare owner. It is understood Breeder has no responsibility/liability for the stallion fee.

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

WARNING: UNDER TEXAS LAW (CHAPTER 87, CIVIL PRACTICE AND REMEDIES CODE) AN EQUINE PROFESSIONAL IS NOT LIABLE FOR ANY INJURY TO OR DEATH OF ANY PARTICIPANTS IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

By checking this box the Mare Owner acknowledges that the Stallion has been tested as a carrier for Glycogen branching enzyme deficiency "GBED" and that the Mare will be required to submit a negative GBED test prior to breeding. The Mare Owner acknowledges that the resulting foal has the potential to have a white hair coat.

Owner's Name as Shown on Registration Papers _____

Approved by: _____

Address _____

Date: _____

City/State/Zip _____

Booking Fee: \$500 Paid Check # _____

Balance Stud Fee \$2000 Paid Check # _____

Home Phone _____ Cell Phone _____

Owner or Agents Signature _____ Date _____

All Fees are authorized to be charged on the following		
Visa	MasterCard	Amex
Card Number: _____		
Expiration Date	_____	CVS Code _____
Billing Address	_____	Billing Zip _____