

# COOLED TRANSPORTED SEMEN CONTRACT

EE Ranches, Inc.

dba, Stallion Station

P.O. Box 829 • Whitesboro, TX 76273-6357 • (903) 564-3692

<b>FEE SCHEDULE</b>	1st Shipment \$0.00 Add'l Shipment \$250.00 Courier Fee \$200.00	Substitution Fee \$350.00 Rebreed \$650.00
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I hereby agree to breed the Mare \_\_\_\_\_, Registration # \_\_\_\_\_, to the Stallion VS CODE RED, Registration # 4986316, using cooled transported semen for the 2022 season. The Stallion Fee is \$ 4,000.00 which includes the booking fee of \$ 650.00.

1. The Stallion Fee stated above includes a non-refundable booking fee which shall be payable upon execution of this contract. THE BALANCE OF THE STUD FEE SHALL BE PAYABLE NO LATER THAN TEN DAY PRIOR TO SEMEN SHIPMENT. If Mare Owner elects to pay the stallion fee and/or any subsequent invoiced expenses by credit card, Mare Owner agrees that EE Ranches, Inc. may add and Mare Owner shall pay a 3% convenience fee which will be added to any credit card transaction.
2. The Stallion Fee includes one shipment of semen for next day delivery. There will be non-refundable fee of \$250.00 for each additional shipment of cooled transported semen paid in advance of shipment. This will include all shipping charges for next day delivery. Semen picked up at the Ranch will incur a non-refundable fee of \$100 each additional shipment.
3. Please be aware that there is no pick-up or delivery by Fed-EX on Sunday (There is pick-up on Friday for Saturday delivery in most areas but not all.) Alternative shipping arrangements can usually be made at the Mare Owner's expense. There will be additional \$200.00 fee for same day service.
4. A request for shipment of cooled transported semen must be made 24 hours in advance. **IT WILL BE THE MARE OWNER AND HIS/HER VETERINARIAN'S RESPONSIBILITY TO CONFIRM OUR BREEDING/SHIPPING DAYS.**
5. The breeding season will begin 02/07/2022 and close 06/29/2022. Live foal guaranteed with return privileges the following breeding season only. This guarantee applies only if I notify you within one week from the death of foal. This notice must be accompanied by a statement from a licensed Veterinarian. There will be an additional booking fee (rebreed fee) when semen is requested the following year. Substitute rebreed mares must be approved by EE Ranches, In. prior to shipping. If the Mare is to be returned and the owner of the Mare fails to request semen the following year, then any and all fees shall be non refundable and this contract is thereby cancelled. Any failure to request semen during the designated season will result in forfeiture of booking fees. SHIPPED SEMEN REBREEDS MAY BE REQUIRED TO COME TO THE RANCH THE FOLLOWING YEAR. This will be at the sole discretion of the Breeding Manager.
6. A "Breeders Certificate" will be issued upon notification of the birth of the foal.
7. EE Ranches, Inc. agrees to ship cooled transported semen as described above. If the Mare fails to settle for any reason, the Mare Owner will not hold EE Ranches, Inc. liable in any respect whatsoever.
8. The parties acknowledge that this Agreement is made and shall be entirely performed within the State of Texas and shall be constructed and enforced under the laws of the State of Texas. Under Texas Law (Chapter 87 civil practice and remedies code), and Equine Professional is not liable for any injury or the death of a participant on Equine activities resulting from the inherent risks of Equine activities.
9. THE LIVE FOAL GUARANTEE IN THIS AGREEMENT 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 Ranch or Stallion Owner may, at his discretion upon application and payment of a new booking fee (rebreed fee) continue to honor the live foal guarantee granted to the original owner. In the event that the Ranch or stallion Owner agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, the new owner agrees to be bound by all the terms and conditions hereof, insofar as the same may then be applicable. Should the contracted breeding produce a foal with HERDA; upon proper requested documentation to support this claim, there will be a rebreed. The rebreed will be for another mare; the original breed Mare of the HERDA foal will not be accepted for this rebreed.
10. The Mare Owner agrees that Ranch or Stallion Owner 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 free of any infirmity, conformation defect, disease, or inherited trait. The Ranch or Stallion Owner makes no implied warranties of merchantability or fitness for a particular purpose.
11. This Agreement 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.
12. This Agreement entitles Mare Owner to one Breeders Certificate for one foal. Any multiple foals or certificates will require additional Agreements and Breeding Fees.
13. Breeder 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. Breeder does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24 hour post cool mobility and subsequent fertility. Mare Owner will use best efforts to inseminate the Mare within 24 hours after receipt of collection from the Stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named herein.
14. **MARE OWNER AGREES TO PROVIDE BREEDER WITH THE RESULTS OF THE PREGNANCY EXAMINATION WITHIN THIRTY (30) DAYS OF THE INSEMINATION OF THE MARE.**
15. Mare Owner agrees to the rates listed in the fee schedule above. Outstanding balances are subject to a 2% service charge.
16. Breeder does not carry mortality insurance on the breeding horses and therefore, Mare Owner must provide his/her/its own insurance. Breeder shall not be liable for any damages to the Mare arising out of or from the breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, accident, theft, running away, death, illness or injury during or after the term of this Agreement, whether the Mare is on the Ranch or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at anytime during the term of this Agreement, and in no case shall Breeder, its owners, representatives, management, agents, officers and/or employees be held liable. Mare Owner shall indemnify and hold Breeder, its owners, agents, officers, management and employees harmless from and against all damages sustained or suffered by reason of the breeding or keeping of the animal for any claims arising out of the breeding act or keeping of Mare or otherwise, including but not limited to consequential damages. Furthermore, Mare Owner agrees that the Ranch shall not be held liable for any negligence or errors, and the Breeder may exercise its judgment in supervising and caring for the Mare and/or foal. Mare Owner agrees that the Ranch and Breeder assume no liability whatsoever for the Mare, Foal or the Mare Owner.
17. It is further understood that should be above named Stallion die or become unfit for service this contract shall become null and void and my breeding fee less the booking fee will be returned by the Stallion Owner.

EE Ranches, Inc. dba Stallion Station "Breeder" Authorized by _____ Date _____ Stallion Fee <u>\$4,000.00</u> Booking Fee <u>\$ 650.00</u> Due with contract Balance Due <u>\$3,350.00</u>	Do you plan to have an embryo transfer performed on this Mare as a result of this breeding? <input type="checkbox"/> Yes <input type="checkbox"/> No Mare Owner or Lessee Printed Name _____ Address _____ City, State, Zip _____ Phone _____ Email _____ _____ Signature of Mare Owner or Lessee
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