

2024 STALLION SERVICE CONTRACT - FROZEN SEMEN

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, **SHINING C R VANDYKE** (AQHA 5582992)
for the 2024 breeding season subject to the following terms & conditions. The Breeding fee is **\$2,650.00**, which includes the chute fee of **\$650.00**. The chute fee is non-refundable, and is payable upon execution of this contract.

Additional Frozen Semen Shipments \$475 - Pick Up \$150

Mare To Carry: **Y/N** Embryo Transfer: **Y/N**

This breeding contract is to be returned with the non-refundable Chute Fee. Stallion Fee is for one live foal. The balance of Stallion Fee is additional and due upon her departure from the breeding facility after having been inseminated, or prior to the first 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.

Shipped Frozen Semen:

- **All fees must be paid in full & mare registration papers must be submitted prior to shipment**

1. The first shipment of frozen semen is covered in the Chute Fee. The breeding fee is payable prior to the shipment leaving the custody of The Ranch Equine Inc. or our associated partners. 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 payment.
2. The Ranch Equine Inc., or our associated partners, agrees to ship two (2) doses of frozen semen in the first shipment. Should any additional semen be needed, the number of doses shipped will be under the sole discretion of The Ranch Equine Inc. and the Stallion Owner.
3. 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 and freeze each ejaculate to optimize post thaw motility and subsequent fertility.
4. Mare Owner agrees to use all frozen semen provided by Agreement for the mare named in this Agreement and no other.
5. Shipping containers must be returned in a timely manner. If container is not returned within one week of shipment, a \$700 fee will be billed and is payable by the Mare Owner.
6. 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. or our Agent with the results of the pregnancy exam within 35 days of insemination.

Mare owner understands and complies with the following:

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 report a confirmed pregnancy 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. or our Agent 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 mares 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.

The Ranch Equine, Inc., agrees to ship frozen 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.

Initial: _____

Mare owner understands and complies with the following:

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 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.
9. 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.
10. 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.
11. Should the above named 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. Any monies paid by the Mare Owner toward the Stallion Fee, shall be refunded at the sole discretion of the Stallion Owner.
12. When the Mare Owner signs and returns this contract to the Breeder it becomes a valid and binding contract upon both parties. This contract is not valid unless completed in full. 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

Initial: _____

Please complete the following information completely. Any contracts returned missing information will not be executed.

All contracts MUST have a credit card on file. If you would prefer to pay by check, please advise with receipt of contract or prior to any subsequent shipments that may be needed.

Please contact our office with any additional questions you might have.

Thank you!

OFFICE USE	OWNER INFORMATION
Stallion Fee _____	Please complete all parts
Booking Fee _____	Owner/Agent : _____
Shipping Chgs _____	Address : _____
Notes _____	City/State/Zip _____
	Home Phone : _____ Work Phone _____
	Email: _____

Credit Card Authorization

- 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.
- The card will be charged in the event a shipper is not returned, or returned in unusable condition.
- Please indicate what additional fees you would like charged to the credit card in the boxes available
- There is a 4% transaction fee for all credit card transactions.
- 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: _____

City/State/Zip: _____

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 below if not

Saturday Delivery Location: _____

City/State/Zip: _____

Semen requests MUST be made at least 48hrs in advance.

We make no guarantees on dry shipper availability at any given time.

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

For Canadian shipments:

The Ranch Equine Inc.

827 Riley Road

Whitesboro, TX 76273