

2020 STALLION SERVICE CONTRACT - ON SITE

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, **METALLIC MALICE** (AQHA 5577256)

for the 2020 breeding season (Feb. 10 - July 1) subject to the following terms & conditions. The Breeding fee is **\$2,000.00**, which includes the Booking fee of **\$500.00** and the Chute fee of **\$600.00**. Booking and Chute fees are non-refundable. The Booking fee is due upon execution of this contract. The remainder of the Breeding Fee is due prior to breeding the above stated mare.

Embryo Transfer: **Y/N**

This breeding contract is to be returned with the non-refundable Booking Fee. The Booking Fee is valid ONLY for the calendar year specified above and is non-transferable. Breeding Fee is for one live foal. The balance of Breeding Fee along with all other expenses such as mare care, etc. is additional and due prior to the departure of the mare from The Ranch Equine Inc. A copy of the aforementioned Mare's registration papers MUST accompany this contract.

On-Site Breedings:

1. Mare Owner will furnish Breeder with a current negative Coggins test, Veterinarian's certificate of health, and all current health records. 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. The Chute Fee will cover all rectal palpations, rectal ultrasounds, semen collection, and artificial insemination for (2) cycles if necessary. In the event more breeding attempts are required after the first (2), the Mare Owner is responsible for all charges associated.
3. 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 \$15.00 per day. An additional \$2.00 per day will be charged 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 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.
4. 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 (both sides), 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 if the Mare departs the facility prior. Failure to contact The Ranch Equine Inc. by August 1st will result in a \$50 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 mares have been confirmed in foal with a heart-beat 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 \$600.00 Chute Fee.

Initial: _____

8. This contract is valid for the 2020 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 AND Booking 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. This contract is only valid for mares being bred on the premises of The Ranch Equine Inc. This contract can not be transferred to a Shipped Semen contract unless it is expressly agreed upon in writing by both the Mare Owner and Stallion Owner.
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, 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.
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.

OFFICE USE	OWNER INFORMATION
Stallion Fee _____ Booking Fee _____ Chute Fee _____ Notes _____	<p style="color: red; font-weight: bold; font-size: small;">Please complete all parts</p> Owner/Agent : _____ Address : _____ City/State/Zip _____ Cell Phone : _____ Alt. Phone _____ Email: _____

Stallion Manager / Agent Signature

Mare Owner and/or Agent —Signature

Initial: _____

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 3% 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: Booking Fee Chute Fee Stallion Fee

Name (as it appears on card): _____

Billing Address: _____

* If different from previous page

Card Type: Visa _____ Mastercard _____ Discover _____ *We do not accept American Express

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.