



DRY RIVER RANCH STALLION STATION

2019 BREEDING CONTRACT Check one: Shipped Semen _____

This contract, made and entered into this _____ day of _____, 2019, by and among Dry River Ranch Stallion Station for _____ Mare Owner or Lessee (Mare Owner). All rights and responsibilities between the parties for the 2019 breeding season are, as follows.

1. Mare Owner agrees to breed the mare named _____, Registration# _____, Breed _____ APHA _____, (the Mare), to the Stallion, **Mechanic**, AQHA # 5337881, (Stallion), during the 2019 breeding season (commencing February 4, 2019 ending on June 15, 2019).
2. Mare Owner shall pay a non-refundable booking fee of \$500.00 (US) to have mare bred to Stallion in 2019 upon signing of this contract. Mare owner shall pay the remainder of the breed fee prior to receiving shipped semen or prior to leaving the mare to the Ranch.
3. Mare Owner agrees to pay for care and feeding while in the custody of Farm at rates listed below. Mare Owner has inspected the Ranch and is satisfied with same as evidence by signing below.
4. FEES: ALL FEES MUST BE PAID PRIOR TO SERVICES.

_____ **Non refundable booking fee \$500.00 for APHA mare only No double AQHA, APHA mares APHA only.**

_____ **Breeding fee remainder of \$1000.00 due when mare has produced foal with color, if breeding stock**

_____ **no breed fee**

_____ Shipped semen via Federal Express, per shipment (lower 48 states) \$250 + freight

_____ Shipped semen via Federal Express, per shipment (Canada) \$350 + freight

_____ Counter to counter airport carrier fee \$150.00

_____ Pickup semen at ranch (your container) \$175.00

_____ Rebreed booking/office fee \$175.00

_____ Purchase disposable shipping container \$45.00

_____ Frozen Semen (If available in your area) \$250 plus Freight (16 Straws)

Mare owner is responsible for returning disposable container to the DRRSS, if a 2nd shipment is needed and the mare owner has not returned the disposable container mare owner will be charged for a new container.

5. Multiple Foals: The payments provided on line 2 are for one foal for the breeding season from this Mare.

Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional Breeding Fee for each additional embryo or resulting foal. **No breeder's certificate for any foal shall issue without such additional payment.**

6. All parties agree to diligently try to settle mare. Should Mare not settle, Mare Owner will hold agent and Ranch harmless from any resulting loss or damages? Ranch shall not be liable for any injury, sickness, disease or death of Mare or her offspring arising from the exercise of the breeding rights and privileges granted herein.

Insurance is the responsibility of the respective parties to this Agreement. Also, Mare Owner agrees by signing below that Agent is authorized to consult with and obtain direction of a licensed veterinarian with regard to the care of the animal. Further, Mare Owner hereby authorizes Agent to obtain and follow a licensed veterinarian's directions with regard to the mare and fully releases and holds harmless Agent, the Ranch, their respective officers, directors, employees, agents representatives, assigns affiliated persons, and /or others acting on their behalf.

7. **WARRANTY. The breeding contract between Dry River Ranch Stallion Station and Mare Owner is a non transferable agreement.** No warranty whatsoever, express or implied, shall accompany a breeding transferred by this agreement. No guarantee of delivery of shipped semen within certain time period or guarantee that shipped semen will safely reach the insemination point or will be thawed without losing some of its integrity, quality or characteristics is given by this agreement. Breeder will send one dose of industry standard cells with appropriate information concerning progressive motility numbers at time of dispatch. Breeder is not responsible for the handling process of the semen after its departure. A second dose will be provided if available on a first

order basis. All semen that is shipped by whatever method shall be fully tested and a control sample shall be maintained at the Ranch.

8. INDEMNIFICATIONS: Mare Owner shall be responsible for all acts and behavior of Mare at all times during this Agreement. In no case shall Agent, DRRSS, and their respective officers, directors, employees, agents representatives, assigns affiliated persons, and /or others acting on their behalf be liable for the acts and behavior of Mare other than in the exercise of gross negligence or willful and wanton misconduct on the part of Agent in breeding, handling and /or keeping of the Mare. Mare Owner also hereby agrees to indemnify and hold Agent harmless against all damages sustained or suffered by any third person that was caused by the acts of the Mare or her foal.

9. RELEASE AND HOLD HARMLESS: Mare owner understands that every reasonable effort to ensure the safety of all animals and people will be utilized. Mare owner agrees to release and hold harmless agent, as well as stallion owner and their respective agents, employees, representatives, assignees, affiliated persons, and/or others acting on their behalf from liability for ordinary negligence relating to any and all injuries, damages, personal property damages or losses that mare owner may sustain arising out of being on the premises of DRRSS {unless stallion owner or DRRSS caused such by reckless disregard}. It is understood by all parties leaving any horse at Dry River Ranch Stallion Station that many veterinarian procedures are performed by the experienced personnel of Dry River Ranch Stallion Station and to this will be held harmless. Dry River Ranch Stallion Station and its employees will always handle your horse with the greatest care and concern to its safety.

10. This Agreement shall be construed in accordance with the laws of the Commonwealth of Texas and will insure to the benefit of the heirs, personal representatives, and successors and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Texas and to Parker County in particular. All venue objections are waived. Should DRRSS resort to legal action to enforce the terms of this agreement, DRRSS shall be entitled to all legal fees, cost and expenses should a dispute arise between parties.

11. This Agreement represents and constitutes the entire agreement between the parties. This Agreement shall not be altered in writing and accompanied by the signature of both parties. Then parties signing below represent that they are fully authorized to execute the Agreement.

12. If Stallion dies, or is sold or becomes incapable of servicing mares for any reason and Mare has not been bred, all fees would still be due and the parties to this Agreement will be released from any further liability.

13. The Mare will not be bred to the Stallion without fully signed copy of this Agreement as well as the appropriate documentation having been received and approved agent.

14. Mare Owner understands and agrees that Ranch shall assert a lien to Texas state law and other applicable provisions of law. Mare will not be released from Ranch's custody until fees are paid in full.

15. LIVE FOAL GUARANTEE: Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn a return session is guaranteed for the following year with a rebreed booking fee.

16. BINDING EFFECT: This agreement shall become binding; }MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this agreement together with a completed ATTACHMENT and copy of Mare's certificate of Registration{and if applicable, documents concerning the lease of the Mare}; and b) STALLION OWNER accepts and so notifies MARE OWNER.

Credit Card information (card will be charged upon receipt of contract 3% fee applied)

Please charge my credit card for all fees incurred in breeding my mare on Ranch or via shipped semen.

VISA __ MASTERCARD __ DISCOVER __ Phone _____

Name of Cardholder - Print _____

Signature _____

Billing statement address _____

City _____ State _____ Zip _____

Card # _____ ExpDate _____ 3#s on back of card _____

Email address: _____

Stallion owner or Agent Date _____

Mare Owner/Agent Date _____

PLEASE FORWARD ALL CONTRACTS AND PAYMENTS TO

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