

DRY RIVER RANCH

STEPHENS • CROSS
WEATHERFORD, TX 817-304-1198

DRY RIVER RANCH STALLION STATION

2019 BREEDING CONTRACT Check: Shipped Semen _____

This agreement (the "Agreement"), made and entered into this _____ day of _____, 2019, by and between Dry River Ranch Stallion Station ("DRRSS") and _____, Mare Owner or Mare Leases ("Mare Owner") (collectively, the "Parties"). 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 _____, (the "Mare") to the stallion, **Mechanic**, AQHA # 5337881 (the "Stallion") during the 2019 breeding season commencing February 4, 2019, and ending June 15, 2019. Mare Owner agrees to pay the breeding fee of \$1500
2. Mare Owner shall pay a non-refundable booking fee of \$500.00 (US) to have Mare bred to Stallion in 2019 upon signing this Agreement. Mare Owner shall pay the remainder of the breed fee prior to receiving shipped semen or prior to leaving the Mare at DRRSS.
3. FEES: ALL FEES MUST BE PAID PRIOR TO SERVICES.
 - _____ Non-refundable booking fee \$500.
 - _____ Breeding fee remainder _____
 - _____ 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.
 - _____ Picked up semen at DRRSS (your container) \$175.
 - _____ Re-breed booking/office fee \$175.
 - _____ Purchase disposable shipping container \$45.

Mare Owner is responsible for returning non-disposable container to DRRSS at the Mare Owner's expense within 5 days of receipt. After 5 days Mare Owner will be charge a \$20 daily rental fee.

4. MULTIPLE FOALS: The payments provided in paragraph 2 are for one foal for this 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 breeding certificate for any foal shall issue without such additional payment.

5. **WARRANTY** The **Agreement is Non-transferable**. No warranty whatsoever, express or implied, shall accompany a breeding under this Agreement. DRRSS does not guarantee delivery of shipped semen within a certain time period nor will guarantee that shipped semen safely reach the insemination point. DRRSS does not guarantee that semen will be thawed without losing some of its integrity, quality or characteristics. DRRSS will send one dose of industry standard cells with appropriate information concerning progressive motility numbers at time of dispatch. DRRSS is not responsible for the handling process of the semen after its departure from DRRSS. A second dose will be provided if available on a first order basis. All semen shipped by any method shall be tested by DRRSS and a control sample shall be maintained at DRRSS.
6. This Agreement shall be construed in accordance with the laws of the State of Texas and will inure to the benefit of the heirs, personal representatives, 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 the Agreement, DRRSS shall be entitled to all legal fees, cost and expenses should a dispute arise between the Parties.
7. This Agreement represents and constitutes the entire agreement between the Parties. This Agreement shall not be altered unless in writing and accompanied by the signatures of both Parties. The Parties signing below represent that each is fully authorized to execute this Agreement.
8. If Stallion dies, or is sold or becomes incapable of servicing mares for any reason and mare has not been bred, all fees accrued will be due and the Parties to this Agreement will be released from any further liability.
9. The Mare will not be bred to the Stallion until a fully executed copy of this Agreement with accompanying documentation is received by DRRSS.
10. DRRSS asserts a lien under Texas state law and other applicable provisions of law against Mare Owner. The Mare will not be released from DRRSS's custody until all fees are paid in full.
11. **LIVE FOAL GUARANTEE:** "Live Foal" is defined as a foal born alive that stands and nurses. It is understood that if the Mare proves barren, aborts her foal, or if the foal is stillborn or otherwise does not meet the definition of "live foal", Mare Owner is guaranteed a return breeding in 2020 for a re-breed booking fee.
12. **BINDING EFFECT:** This Agreement shall become binding when: a) Mare Owner has paid the Booking Fee and sent to DRRSS a signed copy of this Agreement together with a copy of the Mare's Certificate of Registration and, where applicable, documents concerning the lease of the Mare, and b) DRRSS accepts and so notifies same to Mare Owner.

Credit Card Information (Card will be charged upon receipt of Agreement. A 3% fee will be applied.)

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

VISA _____ MASTERCARD _____ DISCOVER _____ Phone _____

Name on Card (print) _____

Signature _____

Billing statement address _____

City _____ State _____ Zip _____

Card # _____ Exp. Date _____ 3 # on back of card _____

Email Address _____

Dry River Ranch Stallion Station
by Stephen Stephens

Date

Mare Owner

Date

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