



Mechanic - Europe

WWW.DryRiverRanch.com

This contract dated _____ is between ("Mare Owner") _____ and Sandra Morgan (Stallion Owner)
One service to Mechanic ("Stallion") for the ("Mare") _____ Reg. # _____ Breed _____ for the 2022
season at \$ 2000.00 US .

REBREED BOOKING FEE \$275.00 US

1. Fees and Expenses:

- a. **Charges:** A booking fee of \$ 500.00US is due with signed contract. Balance of the stud fee \$ 1500.00US is due before shipment of Frozen Semen. **2 Doses (16 Straws)** of Frozen Semen are **included** in the Breeding Fee. Transportation of Frozen semen from the Storage Facility is the responsibility of Mare Owner. For embryo transfer mares, should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Stud Fee upon heartbeat check. **Failure to report an additional embryo could result in denial of a Breeders Certificate.**
- b. **Use of Frozen Semen:** Any unused Frozen Semen remains the property of Sandra Morgan. Any unauthorized use of Frozen Semen may result in penalties. No breeding shall take place with frozen semen without signed contracts and payment in full for a breeding Fee to Mechanic. Frozen Semen shall only be used for the Mare that is listed on this contract. Any unused Frozen Semen shall remain the property of the Stallion Owner and shall be returned to the Storage Facility or destroyed at the discretion of the Stallion Owner. Should a Mare Owner desire to keep unused Frozen Semen in Storage a report of straws on hand and location must be submitted to Stallion Owner for approval.
- c. **Use of Frozen Semen:** Mare owner will receive 2 doses with the contract and will be allowed to purchase 1 extra dose for **\$250.00US**. If no foal is conceived this contract is nil and voided.

2. **Mare Registration:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

3. **Insemination Report:** Mare owner must submit an Insemination Report after each insemination for the Mare. Failure to supply Insemination Reports in a timely manner may result in penalties and exclusion from the appropriate breed Stallion Breeding Reports. **Penalties will apply for failure to report breeding dates by August 1, 2022**

4. **Breeding Season:** For purposes of this agreement, unless otherwise specified for a particular stallion, the breeding season shall begin February 1st and close July 1st of the year on this agreement.

5. **Embryo Transfers:** In the event that an embryo is sold, the live foal guarantee will be null and void. Sandra Morgan strongly recommends the purchase of embryo insurance. There is no live foal guarantee for vitrified embryos.

6. **Breeder's Certificate:** A Breeder's Certificate will be issued only after owner has notified Dry River Ranch that the mare has produced a live foal and all bills on the mare have been paid in full (veterinarian, farrier, embryo transfer service, etc)

7. **Mediation and Arbitration:** Mediation and Arbitration: Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Parker County, Texas, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Stallion Owner intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.

8. **Binding And Entire Agreement:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

9. **Counterparts and Facsimiles:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.

10. **Genetic Testing:** Mechanic is N/N for HERDA, PSSM, GBED, HYPP, MH and OWLS.

11. **Owner & Credit Card Information:** A 4% convenience fee will be applied upon receipt of agreement

VISA____ MASTERCARD____ DISCOVER____ Phone_____

Name on Card (print) _____

Billing statement address_____

City_____ State_____ Zip_____

Card#_____ Exp. Date_____ 3# on back of card_____

Email:_____

12. **Shipping information:**

Owner/ Agent Stephen Stephens

Preferred Major Airport _____

Dry River Ranch Stallion Station

Business ship to _____

4150 N FM 113 Rd

Weatherford, Texas 76088

Name: _____

Agent for stallion owner _____

Date _____

Email: _____

Physical shipping address: _____

City, State, Zip

Work#:_____ **Home#:**_____ **Cell#:**_____ **Fax#:**_____

European Agent

David Maisonnette

Haras de l'Hermet

43110 AUREC SUR LOIRE

(+33) 673 331 532

david_qh@hotmail.com

