



## THE BORN LEGACY - Europe

[WWW.DryRiverRanch.com](http://WWW.DryRiverRanch.com)

This contract dated \_\_\_\_\_ is between ("Mare Owner") \_\_\_\_\_ and CHAVEZ ENTERPRISES LLC. Stallion Owner)

One service to THE BORN LEGACY ("Stallion") for the ("Mare") \_\_\_\_\_ Reg. # \_\_\_\_\_ Breed \_\_\_\_\_ for the 2021

Season at \$ 2000.00 US .

REBREED BOOKING FEE \$275.00

### 1. Fees and Expenses:

- a. **Charges:** A booking fee of \$ 500.00 US is due with signed contract. Balance of the stud fee \$ 1500.00 US 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. **Additional Frozen Semen** may be purchased for \$500.00US for **2 Doses (16 Straws) depending on availability.**

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, 2021**

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

5. **Live Foal Guarantee:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee however there will be a \$250.00 Rebreed Fee, provided proper written notification that the Mare has slipped or produced a nonviable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. STALLION OWNER, Sandra Morgan or Dry River Ranch or its employees shall not be held liable for the loss of any pregnancy whether it is slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER the rebreed may not be honored at the STALLION OWNERS discretion. Mare Owner will be responsible for the cost and transport of additional Frozen Semen for the Rebreed Year.

6. **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.

7. **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.).

8. **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 Stark County, Ohio, 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.

- 9. **Substitution:** In the event that the Stallions dies or becomes unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. Frozen semen may be offered to fulfill the remainder of the contract to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.
- 10. **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.
- 11. **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.
- 12. **Genetic Testing: THE BORN LEGACY** is N/N for HERDA, PSSM, GBED, HYPP, MH and OWLS.

13. **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: \_\_\_\_\_

14. **Shipping information:** **Owner/ Agent Stephen Stephens**

**Preferred Major Airport** \_\_\_\_\_

**Business ship to** \_\_\_\_\_ **Dry River Ranch Stallion Station**

**Name:** \_\_\_\_\_ **2117 Old Dickey Rd**

**Email:** \_\_\_\_\_ **Weatherford, Texas 76085**

**Agent for stallion owner** \_\_\_\_\_

**Date** \_\_\_\_\_

**Physical shipping address:** \_\_\_\_\_

\_\_\_\_\_  
City, State, Zip

**Work#:** \_\_\_\_\_ **Home#:** \_\_\_\_\_ **Cell#:** \_\_\_\_\_ **Fax#:** \_\_\_\_\_

**European Agent**

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