



DRY RIVER RANCH STALLION STATION

2024 BREEDING CONTRACT Check: Shipped Semen _____

This agreement (the "Agreement"), made and entered into this _____ day of _____, 2024, 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 2024 breeding season are as follows:

1. Mare Owner agrees to breed the mare named _____, Registration # _____, Breed _____, (the "Mare") to the stallion, Fortuanateson AQHA #5481398 (the "Stallion") during the 2024 breeding season commencing February 5, 2024, and ending June 15, 2024. 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 2024 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 USDA Htl Cert (Canada) \$350 + freight
 - _____ Counter to counter airport carrier fee \$150.
 - _____ Picked up semen at DRRSS (**your container**) \$175.
 - _____ Re-breed booking/office fee \$350.
 - _____ Frozen Semen (**If available in your area**) \$250 plus Freight. (16 Straws)

Rebreeds are ONLY available the year immediately following the original contract season. If a Rebreed is necessary, a Rebreed contract and another copy of the mare's papers is required. After March 31 Rebreeds are on a first come first serve bases.

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 or not been bred, this contract is null and void.
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 2022 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.

13. Disclaimer. Dry River Ranch will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. Dry River Ranch makes no representations or warranties, expressed or implied, regarding the 'semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics .Dry River Ranch makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement .and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare Owner. Mare Owner hereby disclaims and releases Dry River Ranch from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that Dry River Ranch has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease, or inherited train. DRY RIVER RANCH DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree if a dispute between Mare Owner and Dry River Ranch arises. Mare Owner's damages, .expenses. costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee specified herein.

14. Registration of your foal shall be online at AQHA. Your certification will be released Upon all fees and obligations to this contract being met. If you request a hard copy Registration application you will receive a \$30 charge to your credit card. If you fail to notify us of a secondary registration affiliation or secondary foal resulting from Embryo Transfer a \$150 late fee will apply to late breeders report entries.

Credit Card Information (Card will be charged upon receipt of Agreement. A 4% fee will be automatically 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

**DRY RIVER RANCH STALLION STATION
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