

## Fortunateson

**AQHA Registration # 5481398**

**Shipped Cooled / Frozen / ICSI**

Email: dryriverranchstallionstation@gmail.com

Stephen Stephens: 817-304-1198



This agreement, made and entered into on the \_\_\_\_\_ (date) by and between DRY RIVER RANCH STALLION STATION (DRRSS), agent for the stallion FORTUNATESON, and \_\_\_\_\_, MARE OWNER OR LESSEE.

1. Mare owner agrees to breed the MARE, \_\_\_\_\_, Registration # \_\_\_\_\_, Breed \_\_\_\_\_, Secondary Registration # \_\_\_\_\_, Secondary Breed \_\_\_\_\_, (the "Mare") to FORTUNATESON, during the \_\_\_\_\_ breeding season commencing February 1, 20\_\_ to June 15, 20\_\_. The Mare Owner agrees to pay the following fees before shipment.
2. FEES: ALL FEES MUST BE PAID PRIOR TO SERVICES. Please check all that apply.
  - INITIAL HERE THAT YOU ARE AWARE FORTUNATESON IS A GBED CARRIER**
  - Non-Refundable Booking Fee: \$500, this is part of the stud fee, not an additional charge
  - Breeding fee remainder: \$1000
  - Breeding fee remainder, discounted breeding: \_\_\_\_\_
  - Breeding fee remainder, ICSI: \$1000. Choose A, B, or C below. See #s 19, 20, 21 on ICSI portion
    - A. lock in my stud fee by paying a \$500 booking fee on frozen embryos, 2 year time limit to implant
    - B. pay the current breed fee at time of 45 day pregnancy check on frozen embryos, 2 year time limit to implant
    - C. pay stud fee up front with a live foal guarantee, no time limit on implanting
  - ICSI Frozen Semen: \$275 per clip + freight if not at your desired location
  - Shipped Semen via Fedex (lower 48 states): \$250+ Freight
  - Shipped Semen via Fedex (Canada): \$350 + Health Certificate + Freight
  - Pick Up Semen at DRRSS: \$175
  - Frozen Semen (if available): \$350+ Freight (16 Straws)
  - Airport Counter to Counter: \$250+ \$150 Courier fee+ Freight
  - Rebreed Booking Fee: \$350
    - 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 basis.
  - Futurity, Auction, and/or Donated Breeding Chute Fee: \$300.

Date: \_\_\_\_\_ Name of Mare Owner: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Signature of Mare Owner & Date: \_\_\_\_\_

**ACCEPTED** (Stallion Owner and or Stallion Agent): \_\_\_\_\_

**Credit Card Information** (Card will be charged upon receipt of Agreement. A 4% fee will be applied.) paypal will also incur a 4% fee

Please charge my credit card for all fees according to this contract.

VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ DISCOVER \_\_\_\_\_ Phone \_\_\_\_\_

Name on Card (print) \_\_\_\_\_

Billing statement address \_\_\_\_\_

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

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ 3 # on back of card \_\_\_\_\_

Email Address \_\_\_\_\_

Signature Of Card Holder \_\_\_\_\_

I have read all 6 pages of this contract! **INITIAL HERE** \_\_\_\_\_

**SHIPPING DAYS ARE MONDAY, WEDNESDAY, AND FRIDAY.**

**TO ORDER SEMEN YOU MUST EMAIL THE SHIPPED SEMEN REQUEST FORM TO [dryriverranchstallionstation@gmail.com](mailto:dryriverranchstallionstation@gmail.com). Requests for semen must be made prior to 5pm CST the day before collection, shipment may be canceled by 8am CST day on collection day. All fees must be paid prior to shipment or pickup.**

**IF SHIPPING TO CANADA, WE NEED A 48 HOUR NOTICE TO GET ON THE LIST.**

3. **A copy of the front and back of the Mare's registration certificate must be furnished.**
4. **MULTIPLE FOALS:** The payments provided in item # 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 be issued 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 insure 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, 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 the following year for a re-breed booking fee.

12. Certificate and Multiple Foals: Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, DRRSS shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including the booking fee for each resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the Mare or within two weeks of foaling in case of twins in order to receive a breeding certificate for the additional foals. If said foals are not timely reported, a \$500 late fee along with other applicable fees will be due before breeding certificate is issued.
13. Registration of your foal shall be completed online at AQHA and other breed associations. Your certificate will be released upon all fees and obligations to this contract being met. If you request a hard copy registration application you will receive \$30. Charge to your card. If you fail to notify us of a secondary registration affiliation or secondary foal resulting from ET a \$150. Late fee will apply for late breeders report entries.
14. 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.
15. Disclaimer: DRRSS 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.

### **Fortunateson ICSI Portion**

16. Semen will not be released for ICSI without contract and payment. When you contact semen holding facility and ask for semen without payment to DRRSS in advance you will not appear on our breeders report and will not be considered for a registered foal.
17. Mare shall be bred through the use of an intracytoplasmic sperm injection ("ICSI") procedure.
18. If Mare Owner collects one or more embryos and elects to freeze them for use in a subsequent breeding year, please see provisions below applicable to frozen embryos.
19. Option A on page 1, you have the current season as well as the following breeding seasons to implant. You must notify DRRSS of your positive pregnancy and pay the remainder of your stud fee when booked within 45 days. If you fail to do this you will have an additional \$1000. fee added to your stud fee before a release is given for registration of your foal. Your stud fee is locked into the year you booked.
20. Option B on page 1, you have the current season as well as the following breeding seasons to implant. You must notify DRRSS of your positive pregnancy and pay the current year's ICSI stud fee in full within 45 days of pregnancy. If you fail to do this you will have an additional \$1000. added to that current year's ICSI stud fee before a release is given for registration of your foal. The stud fee cannot be over \$10,000. per foal.
21. Option C. on page 1, you will pay the current ICSI stud fee for each embryo created whether it is by embryo transfer or frozen for future use. You will have NO TIME LIMITS, and can use your embryos long into the future. According to our re-breed rules each paid embryo will have its own LFG.
22. If a viable embryo is not obtained for any reason, then Mare Owner agrees that neither the Stallion Owner (Sandra Morgan), Stallion Agent (Stephen Stephens), DRRSS, nor representatives shall be liable for any costs or damages relating to Mare.
23. The breeding season for ICSI will occur anytime in the calendar year that the booking is paid. If ICSI procedure fails to produce a live foal. Any rebreed of Mare is dependent upon the availability of ICSI straws from Stallion.
24. Mare owners must notify DRRSS of the number of embryos procured, either frozen or implanted, to be included on the stallion breeding report. If DRRSS is not notified of the number of embryos procured, the mare owner will incur a \$500 late fee, plus all additional breed association fees for late filing.
25. Mare owners must notify DRRSS of the date of each implantation to receive breeders certificates.

26. Live Foal Guarantee: A live foal means the foal shall stand and nurse. It is understood that if Mare proves to be barren, aborts her foal, or if her foal is stillborn, a return breeding will be guaranteed the following year only via the ICSI procedure, provided that proper notification is given and all fees are paid in full accordance with the terms of this Contract. Proper notification must be received in the form of a written certificate by a licensed veterinarian within seven (7) days of the date that Mare's foal was aborted or stillborn, stating that Mare had slipped or produced a non-viable foal. Mare Owner must verify that such abortion or death did not result from any act or omission of Mare Owner. Rhino vaccinations must be administered as indicated by the individual drug manufacturer as Mare progresses through her pregnancy. Failure to do so will void the Live Foal Guarantee. If Mare is to be returned and Mare Owner fails to deliver Mare for re-breeding via the ICSI procedure the following year, no fees shall be refunded, and this Contract will be thereby canceled.
27. A "Breeder's Certificate" will be released for online registration when all fees are paid in full. A \$30 fee will be charged when a hard copy is requested to be mailed.
28. Mare owner is responsible for registration and permits pertaining to frozen or embryo transfers