

# CROSS COUNTRY RANCH

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## Shipped Semen Contract

# Mulberry Fame

This agreement is made by and between Cross Country Ranch (also referred to as “Stallion Representative”)

And \_\_\_\_\_ (hereinafter “Mare Owner”)

For a breeding to the stallion: **Mulberry Fame** for the 20\_\_\_\_ Breeding Season.

### SCHEDULE OF FEES

Stud Fee \$\_\_\_\_\_ (Includes \$300 Booking Fee)

The following fees must be paid before any Semen will be shipped.

#### **OPTION A:**

\$\_\_\_\_\_ in full for stud fee (includes the booking fee).

\$\_\_\_\_\_ for each shipment of semen-due before semen can be shipped.

*We do accept payment by credit card.*

### MARE INFORMATION

Registered Name \_\_\_\_\_ Registration # \_\_\_\_\_

Breed \_\_\_\_\_ Date of Birth \_\_\_\_\_ Color \_\_\_\_\_

Sire's Name \_\_\_\_\_

Dam's Name \_\_\_\_\_

### OWNER INFORMATION

Mare Owner's Name \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Name of Attending Vet \_\_\_\_\_

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Full Address of where semen is to be shipped \_\_\_\_\_

Telephone number where semen will be shipped \_\_\_\_\_

Month you are planning on breeding \_\_\_\_\_

The breeding season will begin Feb 14th and close on July 15th, unless special arrangements have been made.

The parties have read the contract and agree to the terms therein:

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Mare Owner's Signature

Date

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Stallion Representative's Signature

Date

Return first two pages of contract to Cross Country Ranch

Along with copy of Registration Papers and \$300 Booking Fee

1. This is a live foal contract. A live foal is described as a newborn foal that stands and nurses without assistance for 72 hrs. If the foal will not stand and suck, and death occurs, the mare owner will be entitled to a return breeding the following year. An alternate mare may be substituted upon approval of the stallion owner. This guarantee does not include death from injury to the foal. The mare owner must pay any board, collection, shipping and/or veterinary charges if the mare returns for a re-breed. This guarantee will apply only if the stallion owner is notified within 7 days from the time of death of the foal. Mare owner agrees that stallion owner and/or manager do not make any guarantees as to the quality or conformation of the foal, nor that will the foal be free of any infirmity, conformation defect, disease or inherited trait.

2. This contract is non-assignable and non-transferable.

3. In the event the stallion becomes unfit for service, dies, or is sold prior to impregnating the mare, frozen semen (if available) will be used to fulfill breeding commitments. There is no return of breeding fees or associated cost.

4. Stallion owner shall not issue breeders certificate to mare owner until after mare owner notifies stallion owner that mare has produced a live foal. Stallion owner shall not issue breeders certificate to mare owner until all outstanding debts, including vet fees associated with this breeding are paid.

5. If mare owner chooses to use the embryo transfer process, mare owner will pay a stud fee for each embryo produced. Stallion certificates will not be issued until stud fees are paid in full.

6. Stallion owner's responsibility is to ship semen in viable condition and that sperm count, motility, collection, and packaging procedures meet and/or exceed industry standards; but, assumes no responsibility for the loss of semen viability or associated expense due to any delay in shipment, delay in airline schedules or delay in courier services beyond our control if shipment is lost or delayed. Mare owner assumes all risks of lost time and expense associated with preparation of his/her mare for breeding.

7. Semen request will be filled in the order in which they are received. Every effort will be made to fill all orders. Cross Country Ranch will not be held liable if the mare is missed due to a shortage of semen.

8. Mare owner agrees that semen may be used for the designated mare only. Mare must be inseminated by a licensed vet or authorized technician the same day of delivery of semen and that proper methods of handling semen and preparing the mare must be used.

9. Stallion owner will use a Hamilton-Thorne equitainer providing one is available at the time of shipment. Equitainers will be available on a first come, first serve basis. The equitainer and all of the container contents such as the isothermalizer, specimen

cup, x-ray lid, ballast bags and coolant cans must be returned to Cross Country Ranch and in good order. Mare owners are encouraged to insure container on return for \$300. If equitainer or components are lost, damaged, or not returned to stallion owner in usable and good condition, mare owner could be charged up to \$300 to replace container and/or components of container. In the case that an equitainer is not available, a disposable shipping container will be used. The stallion owner will cover the cost of the initial disposable shipping container. Mare owner will be billed for cost of each additional disposable shipping container.

10. Mare owner will pay for the cost of returning the equitainer. Equitainer must arrive back to stallion owner for use within 72 hrs., excluding Sundays. During peak months these containers are in high demand, so please return ASAP to help us serve our other customers well, Thanks!

12. The shipped semen fee will be charged for each shipment, and must be received before shipment can be shipped. The mare owner may receive shipments for up to three cycles per season. If the mare fails to conceive after the second cycle of the season, the mare must be examined by a vet or technician to determine the problem.

13. If at any time the mare owner wishes to substitute for another mare to fulfill the remainder of the is contract or should the mare die or is found not to be in sound breeding condition, the mare owner may do so upon written approval from the stallion owner.

14. If the mare fails to settle for any reason, mare owner will hold stallion owner blameless. Mare owner agrees to give stallion owner ample time to settle the mare. A normal healthy mare should settle within 3 cycles.

15. Mare owner agrees to contact stallion owner by phone three (3) separate times for each cycle: A. When you or your vet detects the first day of heat for your mare.

B. After your vet checks the mare to let us know when he/she first approximates the date of ovulation and when he/she wants semen shipped.

C. The day before semen is to be shipped.

While we will give every effort to fill every order including 'same day orders', we cannot guarantee a shipment with 'same day orders'.

16. Shipping Days are Monday, Wednesday, and Friday.\* an additional charge of \$25.00 is due for any Saturday shipment, which is charged by the shipping company. Also, additional charges may incur for international shipments.

\*On occasion, there is semen available from the M-W-F collections on Tuesday or Thursday, and if so we can ship that semen to you. We will only ship viable semen (50% motility or better at time of shipment) in these cases. There is no discount for this option, and you understand that it is from collection from the day before. (Judge's semen is generally long lasting and affords us this option to you.)

We assume no extra liability for this option, and is available to you should you or your vet agree to use it. We cannot guarantee its availability. This option is there in the case that you or your vet feels that the mare will ovulate before the next collection day.

### **INDEMNITY CLAUSE**

The parties agree the mare owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agrees to hold stallion owner or any person associated or employed by ranch or stallion station harmless for any and all damages associated therewith. Mare owner specifically understands that stallion owner makes no warranties or guarantees, expressed or implied, as to the fertilizing capacity of any semen provided by stallion owner.

This document constitutes the entire agreement between parties. Any amendments to or modifications of the terms of the agreement must be in writing when the mare owner and stallion owner have signed the contract. It will then be binding on both parties, subject to the above terms and conditions. Should it be necessary for stallion owner to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, mare owner shall pay all reasonable attorney fees, cost of suits, and expenses related to enforcing this agreement.