

CROSS COUNTRY RANCH

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Frozen Semen Contract

Judge Cash

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: **Judge Cash** for the 20_____ Breeding Season.

SCHEDULE OF FEES

Stud Fee \$_____

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

\$_____ in full for stud 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 _____

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:

Mare Owner's Signature

Date

Stallion Representative's Signature

Date

Return first two pages of contract to Cross Country Ranch

Along with copy of Registration Papers and payment

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, 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. This contract is for Frozen Semen. Frozen semen will be shipped one cycle at a time. One dose of 4 straws will be shipped for each cycle. One paid breeding may have up to 3 cycles to obtain a pregnancy. This semen has been proven to produce viable foals.
4. 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.
5. 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.
6. Stallion owner 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. Mare owner agrees that semen may be used for the designated mare only. Mare must be inseminated by a licensed vet or authorized technician and that proper methods of handling semen and preparing the mare must be used.
8. Mare owner will pay for the cost of returning the container. Dry shipper must arrive back to stallion owner for use within 72 hrs., excluding Sundays. Containers must be insured for \$1200. During peak

months these containers are in high demand, so please return ASAP to help us serve our other customers well. \$25 per day late fee will apply.

9. 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.
10. If at any time the mare owner wishes to substitute for another mare to fulfill the remainder of the 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.
11. If the mare fails to settle for any reason, mare owner will hold stallion owner blameless. A normal healthy mare should settle within 3 cycles.

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.