



Double PR Ranch Reining Horses

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Cooled Transported Contract

I hereby agree on _____ the day of _____ Year _____ to breed the mare (name) _____ registration number _____ to the stallion **Colonels Lil Gun** using cooled transported semen for the 2008 breeding season.

1. The stallion fee for cooled transported semen is _____. This includes the \$500.00 non-refundable booking fee which is payable upon execution of this contract. The stallion fee includes the first shipment. There is a \$200 charge per shipment for each additional shipment. The remainder of the stallion fee is due ten (10) days prior to shipment or the semen will not be sent.

2. A copy of the registration papers on your mare must accompany this contract. The owner recorded on the registration certificate will be the owner recorded on the Stallion Breeding Report.

3. Double PR Ranch collects stallions on an Every-Other-Day Basis. This is to preserve stallion fertility throughout our breeding season. Double PR Ranch's breeding season is February 1st through July 1st.

4. Double PR Ranch mares on premises have a breeding priority on any given breeding day. Therefore, we make no guarantee that cooled semen will be available for transportation on any specific day.

5. Request for shipment of cooled transported semen must be made at least 24 hours prior to shipping time. Cancellation must be made by 8:00 am (Central Time) shipping day. Failure to cancel by 8:00am (Central Time) will result in a \$200 shipping charge. Cancellations can be made by Telephone, 24hrs prior to shipment.

6. Live Foal Guaranteed. A live foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, or the mare absorbs/aborts a predetermined pregnancy there are return privileges, only if the Stallion Manager is notified within thirty (30) days and receives a statement confirming this. A "Live Foal Guarantee" will apply only to those mares that are certified in foal by a licensed, attending veterinarian. Confirmation of such pregnancy in the form of a documented ultrasound picture or letter from the attending veterinarian must be received by October 1 of the breeding year or the mare will not be included on the Stallion Breeding Report.

7. If the mare absorbs or aborts a pregnancy after having been pregnancy checked in foal, or if the mare fails to conceive during the normal breeding season, the Stallion Manager agrees to breed the same mare again during the immediately following year's breeding season. There is a charge of \$250.00 for re-breed service expenses. A substitute mare, accepted by the Stallion Manager, may be used **ONLY** if the original mare is deceased or deemed unfit for breeding.

8. A Breeder's Certificate will be issued for the foal conceived as a result of the breeding. **The Breeder's Certificate will be issued only after all expenses have been paid in full and after the foal is born and has been reported to the Stallion Manager.**

9. Neither Double PR Ranch nor any of its officers or employees shall be liable for damages as a result of damage to the semen or as a result of a mare failing to settle. Double PR Ranch's sole liability under this contract is in the event the stallion should die or become unfit for breeding purposes this contract shall terminate and any money paid on the stallion fee, except the non-refundable booking fee, shall be refunded to the Mare Owner. Or, the mare owner may breed the above named mare to another stallion on the farm that is agreed to by both the Mare Owner and Breeder.

10. When signed by both parties this document will become a legally enforceable contract, binding upon both parties. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Texas and shall be construed and enforced under the laws of the State of Texas Law (Chapter 87, civil practice and remedies code), an equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risks of equine activities. At Double PR Ranch sole option, jurisdiction and venue for all disputes arising here from shall be proper only in Hunt County, Texas.

Mare Owner _____

Printed Name

Mare Owner _____

Signature

Stallion Manager _____

Signature

Mare Owner Address: _____

Telephone Number: _____ Fax Number: _____

E-mail: _____ Veterinarian & Clinic Information: _____

