



668 County Road 107

Whitesboro, Texas, 76273

(817)-888-2278 Twain Mara: Breeding Manager

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Transported Cooled Semen Breeding Contract

This certifies that _____, herein referred to as Mare Owner, has engaged one service to the stallion OBB SECRET SKIP, for the mare _____ during the 2010 breeding season. Double J Ranch agent for the above named stallion, will be referred to as breeder. This service is subject to the following terms and conditions:

Breeding Fee: The stallion breeding fee is \$750.00 and shall be paid in full upon execution of this contract to Double J Ranch.

Booking/Chute Deposit: The booking/Chute deposit is \$500.00 non-refundable fee per listed mare and will be paid in full directly to Double J Ranch upon execution of this contract.

Collection Fee: The stallion collection fee is \$150.00 non-refundable payment per each time the stallion is collected and will be paid directly in full to Double J Ranch.

Collection Days: Collection days will be Tuesday, Thursday, and Saturdays performed at MC Equine Enterprises, 807 Quail Hill, Whitesboro, Texas, 76273.

Breeding Season: The breeding season in force for this contract shall begin February 1, 2010 and close June 25, 2010.

Sound Condition/Vaccinations: The mare owner represents and warrants to the Breeder that the Mare is in sound breeding condition and free from infection and disease. **Mare must have an updated negative Coggins and will provide the Breeder, Double J Ranch with a copy of Mares registration papers and proof of negative coggins.** All mares arriving at Double J Ranch or MC Equine Enterprises must have updated shot records that have been given within the last 3-6 months depending upon listed mare reproduction cycle. These records will include vaccination of EWI, stangles, rhinopneumonitis and tetnus. If

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mare needs to be administered vaccinations upon arrival to Double J Ranch or MC Equine Enterprise a \$50.00 fee will be billed to the listed mare owner. If mare is here during a routine worming cycle at Double J Ranch or MC Equine Enterprise the listed mare will be administered the recommended dosage appropriate for listed mare's reproduction status. A charge of \$15.00 will be billed to the listed mare owner.

Mare owner responsibility: The responsibility for conception is on the mare owner.

All mare owners are required to have a mare cultured by a veterinarian before arrival on Double J Ranch/MC Equine Enterprises and the results are negative for infection or disease. A veterinarian signed copy of listed mares culture will be required prior to first collection of the stallion. If mare fails to conceive from the first shipment, mare owner is required to have the mare cultured by a veterinarian and infused if necessary. Double J Ranch/MC Equine Enterprises requires veterinarian signed results to be faxed, emailed or be mailed prior to second shipment of semen. If listed mare is boarding/mare care at either Double J Ranch/MC Equine Enterprises and a culture is necessary the resident veterinarian professional will perform this procedure. The results of the procedure can and will be either faxed, emailed, mailed or discussed over the phone to the mare owner. All veterinarian expenses incurred during the time of the above listed mares veterinarian procedures will be the sole responsibility of the listed mare owner.

Veterinarian care while at Double J Ranch/MC Equine Enterprises: During the term of this contract the breeder will provide all services in accordance with accepted standards, including, but not limited to hiring a veterinarian for owner's mare at owners expense.

Shipping, Delivery and handling of Cool Semen: Owners shall receive up to three (3) shipments of cooled semen for the listed stallion service fee of \$750.00.

All shipping and delivery fees are at the owner's expense. Requests for semen must be received 24 hours prior to shipping on a regularly scheduled breeding day.

Above listed mare must be inseminated on the date of delivery by a licensed veterinarian within 24 hours but not more than 48 hours from receipt. The semen must be used only for the listed mare.

The shipment charge covering the above expenses is \$375.00 for airline transportation or \$275.00 for Federal Express, UPS or the next day courier services. For Mare Owners that are within a short driving distance (0-50 miles) from Double J Ranch/MC Equine Enterprises, we offer a delivery of \$1.00 per mile round trip for mileage. Double J Ranch/MC Equine Enterprises has the right to deny shipping requests for any reason, including but not limited to an untimely request.

The mare owner agrees to comply with all AQHA, APHA, PHBA requirements as applicable, concerning the use and handling of cooled semen. The stallion service fee, booking fee and initial shipment fee must be received in full prior to first shipment of semen.

No Liability: It is understood that Double J Ranch and MC Equine Enterprises, its employees, veterinarians, agents and guests shall not be liable and shall be released and held harmless for any and all claims, causes of actions, expenses, and damages of any nature resulting from or relating to any injury escape, sickness, disability, or death of the listed Mare and or listed foal arising from the Stallion service pursuant to this agreement.

Mare Owner understands and specifically represents that the protection for mare owner to cover any potential loss regarding mare and/or a Foal is to obtain insurance for such loss. Mare owner understands it is Mare Owner's responsibility and choice whether to obtain insurance. Mare owner must notify in writing upon execution of this contract to Double J Ranch/MC Equine Enterprises any insurance information including insurance policy holder information, insurance policy number and any insurance number's for notification of emergency services in the event the listed Mare Owner cannot be notified of incident. It is therefore Double J Ranch/MC Equine enterprises duty to notify the owner of any incidents that may be important to the status of the listed mare's insurance.

Liquidated Damages: As between the Mare Owner and any of the Released parties described in the Waiver of Liability, Release, and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a disputed alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs and fees, including attorney fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$ 3,500.00.

Live Foal Guarantee: Mare owner is guaranteed on live foal for Mare once she has been certified by Breeder to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare miscarries her foal or if the foal is stillborn, Mare Owner shall be entitled to rebreed Mare to Stallion **upon payment of additional \$375.00 rebreed fee** the next following breeding season, provided, however, that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provide Breeder written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

Breeder's Certificate: A breeder's certificate produced by the appropriated Association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and upon notification to the Double J Ranch of the birth of the foal.

Registration Papers: Mare Owner shall provide Breeder a copy of Mare's registration papers (front and back) at the time of the execution of the Breeding contract. The Owner of record on the registration papers shall be the owner recorded in the Stallion Breeding Report.

Venue and Jurisdiction: All disputes related to this Breeding Contract shall be governed by the laws of the State of Texas. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Cooke County, Texas.

Payment Methods: Payments for any services including breeding fees, booking fees collection fees, veterinary costs, and or any other expenses incurred by Double J Ranch/ Mare Owner from the listed Mare may be paid in the form **of CASH, CHECK OR CREDIT CARD**. Payments made by credit card will be charged a 4% bank fee.

Disclaimer: Double J Ranch/MC Equine Enterprises makes no representation or warranties, express or implied, regarding the delivery of the cooled semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representation or warranties are made or implied that cooled semen will be available at the time requested by Mare Owner.

BREEDER:

Mare Owner/Lessee:

Double J Ranch/MC Equine Enterprises

Printed Name

Signature

Signature

Date

Date

Double J Ranch, 668 CR 107, Whitesboro, Texas, 76273

Twain Mara/Breeding Manager, 817-888-2278

SHIPPED SEMEN INFORMATION

Projected Date of 1st shipment: _____

MARE'S CURRENT STATUS: **Open** **In Foal**
 Wet **Maiden**

Last Year's Breeding Date: _____ Stallion Bred To _____

Check if Mare is Embryo Donor Transfer Facility: _____

Veterinarian: _____

Veterinarian Address: _____

Nearest Major Airport (American Airlines or Delta destination):

(Friday, Saturday and Sunday Shipments require courier Services from ranch to airport for a counter to counter flight.)

Shipping Company Preferred **Fed Ex/UPS** _____

Address used for shipping semen

Name: _____

Address: _____

City/State: _____

Telephone/Fax: _____

Billing Address

Name: _____

Address: _____

City/State: _____

Telephone/Fax: _____

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I _____ hereby confirm my reservation for one service via shipped semen, to stallion, OBB SECRET SKIP # 4805999

Mare Owner

Home Telephone

Address

Work Telephone

Cell Phone

Email

Fax Number

If paying by Credit Card:

Credit Card #: _____

Expiration Date: _____ Card Billing Zip Code: _____

Name on Card: _____

Billing Address: _____