

STALLION SERVICE AGREEMENT For Transported Semen

This agreement is made on _____ between stallion owner, COYOTE RIDGE RANCH LLC, doing business as Coyote Ridge Roans, located at 10427 Lone Elm Road, Mulberry, Arkansas, 72947, hereinafter referred to as "CRR" and the party listed below, hereinafter referred to as "Mare Owner":

Name _____

Address _____

Phone _____ Email _____

This agreement is for the purpose of breeding the American Quarter Horse stallion **WYO ROAN ADVANTAGE** Reg. # 4533725, hereinafter referred to as "Stallion," for the breeding season of _____ to the following mare(s)*:

Mare Name _____ Breed _____ Reg #: _____

Mare Name _____ Breed _____ Reg #: _____

I. Mare Owner's Warranty

Mare Owner warrants that title to the mare is as set forth at the beginning of the Agreement and that he/she has the legal authority to enter into this Agreement. CRR reserves the right to require documented evidence of lease and/or a copy of registration papers to verify ownership.

II. Season and Method of Service

The breeding season at CRR begins March 15th and ends June 15th. Any extension of the breeding season shall be at the sole discretion of CRR. Service is offered by transported cooled semen, as described in Attachment 1, Requirements for Use of Transported Cooled Semen, unless otherwise stated in writing by CRR.

III. Fees

A. Stallion Service Fee--The stallion service fee shall be \$ 750.00 for each breeding and shall be paid, in advance, by Mare Owner as follows:

- | | | |
|----------------|-----------|--|
| 1. Booking fee | \$ 250.00 | Non-refundable; due at signing of contract |
| 2. Service fee | \$ 500.00 | Due prior to 1 st shipment of transported semen |

In the event of multiple pregnancies, whether by embryo transfer or natural occurrence, Mare Owner shall pay the stallion service fee for each pregnancy.

B. Collection/Shipping Fee—

1. Mare Owner shall be responsible for all fees related to collections and shipment fees. Mare Owner is responsible for providing payment directly to CRR or the collection facility, whichever is the service provider. *A complete list of fees is available upon request.*
2. Excluding the first shipment, Mare Owner shall be responsible for a fuel surcharge to CRR for any additional shipments of semen when made from the collection facility. This fuel surcharge shall be determined by the Department of Energy's national weekly average price per gallon for diesel fuel, according to the date of shipment, multiplied by twelve. (Example: DOE price per gallon is \$3.29, then multiply times 12 equals a fuel surcharge to be \$39.48.)

IV. Security Interest and Ownership/Registration of Foal

If Mare Owner fails to pay any amount due for more than thirty (30) days, CRR may immediately accelerate all other amounts due under this agreement upon written notice to Mare Owner. ALL ACCOUNTS MUST BE KEPT CURRENT OR ALL SERVICES WILL BE DISCONTINUED AND INTEREST WILL BE CHARGED AT 18% PER ANNUM. Mare Owner agrees that until all fees described herein have been paid in full, any foal produced by a CRR stallion is subject to a lien and therefore cannot be registered and cannot be sold without the written consent of CRR. Upon full payment for all fees due and notification of delivery of a live foal, CRR agrees to promptly sign and deliver all necessary documents for the foal's registration to Mare Owner. All registration and/or DNA testing fees for registration of the foal are the sole responsibility of the Mare Owner.

V. Conditions for Servicing the Mare

Mare Owner agrees to service according to ***Attachment 1 Requirements for Use of Transported Cooled Semen***. Mare Owner assumes all responsibility for the condition of the Mare including, but not limited to, her reproductive health and breedability. Mare owner assumes all risks of infertility, loss or damage to the Mare resulting from any and all breeding procedures. Mare Owner warrants mare(s) will not be bred to any other stallion (live cover or artificial insemination) within forty (40) days before or after being serviced by a CRR stallion. Semen may not be used to impregnate any other mare except the mare stated in this Agreement. Mare Owner agrees to notify CRR once mare is vet-checked in foal and no other shipments will be needed for the season. No substitution of mares will be allowed without the express written consent of CRR.

CRR stallions are not collected daily and scheduling is very important for the success of Mare Owners. Mare Owner understands that semen will be collected and shipped on a first come, first serve basis, in accordance to the schedule of the collection facility. Mare Owner further understands that semen may not always be available for shipment due to CRR's show schedule, health of the stallion, number of previously committed shipments, or the schedule of the collection facility.

Mare Owner agrees that insemination shall be performed within 24 hours of receipt of semen, or shall forfeit any right for future shipments. *AQHA requires all semen must be inseminated into mare within 72 hours from the time the semen was collected.* CRR, its principals, employees, veterinarians, or stallion owners shall not be liable or responsible for improper handling and/or insemination of the mare(s).

VI. Live Foal Guarantee

Each breeding to a stallion owned, leased by, or standing at CRR shall be subject to the following "Live Foal Guarantee" and no other guarantee, expressed or implied. The term "live foal" shall mean a foal that stands and nurses unassisted, or is hand fed, and is insurable. All foals born to mares which are bred to a CRR stallion shall be presumed to be live foals unless CRR receives written notification and a postmortem examination report within ten (10) days of the date of death, signed by a licensed, practicing veterinarian certifying that the foal's death was not caused by any fault of the Mare Owner, including but not limited to the following: injury of any kind to the foal, neglect of the foal, unsafe or unsanitary conditions, or the Mare Owner's failure to meet the requirements, as described above.

This Live Foal Guarantee shall be subject to the following requirements to be completed by the Mare Owner:

- 1) provide a certified lab result indicating a negative uterine cytology and culture from the mare within thirty (30) days prior to the first shipment of semen for any mare(s) that does **not** have a foal at side, excluding any maiden (virgin) mare(s).***
- 2) provide a certified lab result indicating a negative uterine cytology and culture for **any** mare(s) requesting additional semen shipments after the 3rd breeding cycle within one season,***
- 3) submit a completed Reproductive Status Report with a postmark no later than thirty (30) days post insemination,***
- 4) provide certification by a licensed veterinarian that the mare(s) has been regularly vaccinated for rhinopneumonitis (virus abortion) during the fifth, seventh, and ninth months of this pregnancy.***

If a mare bred to a CRR stallion, and vet-checked in foal, fails to produce a live foal, Mare Owner shall have the right to rebreed such mare (or a substitute mare approved by CRR) in the year the mare was due to foal, with no further stallion service fees owed (all other fees apply), or the rebreeding right shall be forfeited. Any extension of the re-breeding season shall be at the discretion of CRR. A non-refundable rebreed fee of \$100.00 will be assessed on all mares not checked in foal (or substitute mares) with return privileges. In lieu of this rebreeding privilege, CRR may, at their sole discretion, elect to refund the stallion service fee less the booking fee, thereby releasing CRR and Mare Owner from all further obligations of this Agreement

This Guarantee is offered exclusively to Mare Owner listed herein and does not transfer to a third party who may purchase the mare(s) with a foal in utero, without the written consent of CRR.

VII. Disclaimer of Warranty and Limitations of Liability

No warranty, express or implied, shall accompany the cooled semen transferred under this Agreement. CRR will make every attempt to deliver cooled semen timely and in good condition, however, CRR cannot guarantee delivery within a specific time period, or that the transported cooled semen will safely arrive without losing some of its integrity, quality or characteristics.

There is no warranty of the "fitness for any purpose" of the foal produced pursuant to this agreement, nor is there any warranty of merchantability of such foal.

Mare Owner hereby agrees that CRR and its parties shall not be liable for any special, incidental, or consequential damages arising from the transactions covered by this Agreement, including without limitation any damages arising from the nonperformance of obligations which Mare Owner may have undertaken to any third party in reliance upon promises and representations made in this Agreement.

The Mare Owner waives any right to incidental or consequential damages and agrees that the MARE OWNER'S REMEDY FOR ANY BREACH SHALL NOT EXCEED THE AMOUNT OF THE FEES ACTUALLY PAID BY MARE OWNER TO TLF HEREUNDER.

VIII. Indemnity Agreement

CRR and its owners, principals, subsidiaries, affiliates, agents, veterinarians, stallion owners, and employees shall not be liable and the Mare Owner agrees to hold them harmless for any loss, damage, injury, or death related to the Mare Owner's decision to use artificial insemination to breed said mare(s). It is Mare Owner's responsibility to carry major medical and/or mortality insurance on their mare(s). Mare Owner's remedies, if any, in contract, tort or otherwise are limited to refund of fees actually paid to CRR. All incidental and consequential damages are excluded to the full extent permitted by law.

IX. Assignment/Transfer/Termination

This agreement is non-assignable and non-transferable without the written consent of CRR. Mare Owner further acknowledges that should the Stallion die, be sold or leased, or become unfit for service *after the Mare is pronounced safely in foal*, CRR shall not be in breach of this contract and is released from all further responsibility. Mare Owner further agrees that should Stallion die, be sold or leased, or become unfit for service, any monies paid toward breeding fee, less non-refundable booking fee and any non-refundable rebreed fee, shall be refunded to Mare Owner for *any Mare that is not checked in foal and qualifies for rebreeding privileges*, thereby releasing TLF from all further responsibility.

X. Notice

All notices, requests, and consents required or permitted in this contract shall be in writing, signed and delivered by Registered Mail, Express Mail or Federal Express to the appropriate party.

XI. Binding Effect

This Agreement contains the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. This Agreement may be amended only in writing signed by each party.

No delay or failure by CRR to exercise any right to remedy under this Agreement shall be deemed a waiver of that or any other right or remedy.

Mare Owner agrees any claims against CRR under this Agreement shall be made within one year from the date of the first shipment of semen, or in the event of a live foal, four months from the date of birth, or forever be barred.

This contract shall inure to the benefit of and shall be binding on the assigns, successors in interest, personal representatives, estates and heirs of each party to this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of Franklin County, State of Arkansas. This Agreement and the exhibits referred to herein constitute the entire agreement between the parties.

Should any litigation be commenced between the parties to this Agreement or their personal representatives concerning any provision of this Agreement or any default of the obligations under this Agreement, the prevailing party shall be entitled to actual attorney's fees incurred, in addition to all other relief granted.

This Agreement is not binding until approved and executed by CRR, which reserves the right to reject any mare at its sole discretion.

Mare Owner and CRR have read, understand, and accept all terms of this agreement.

Mare Owner's Signature

Date

Coyote Ridge Ranch Representative's Signature

Date

CRR stallions are registered and certified with:



REQUIREMENTS FOR USING TRANSPORTED COOLED SEMEN

Attachment 1 as referenced in the STALLION SERVICE AGREEMENT for Transported Cooled Semen

PRIOR TO SHIPMENT—

1. An executed STALLION SERVICE AGREEMENT must be on file before any requests for semen will be processed.
2. Mare Owner agrees to use a Designated Veterinarian/Breeding Manager with established, regularly successful, artificial insemination practices, specific to equine reproduction.
3. **Both the Mare Owner and the Designated Veterinarian/Breeding Manager have reviewed and agree to the requirements detailed in this Attachment 1 of the STALLION SERVICE AGREEMENT.**
4. Mare Owner agrees to have the Designated Veterinarian/Breeding Manager examine said Mare and provide the results of a negative uterine cytology and culture prior to any shipments. This culture must be processed by a certified laboratory.
5. All fees must be pre-paid prior to any shipments. Checks require up to five business days to clear. CRR offers payment via Visa or MasterCard with a convenience fee of three percent (3%).
6. Mare Owner must return a completed *Semen Shipment Request Form* prior to any shipments.
7. If the Mare has been inseminated on three (3) different cycles, all in the same breeding season, Mare Owner agrees to provide CRR with a negative uterine cytology and culture dated after the final insemination of the 3rd cycle. All shipments will be suspended until such negative results are presented to CRR.

REQUESTING / RECEIVING SHIPMENT—

8. Requests for shipments must be made by faxing or e-mailing a completed *Semen Shipment Request Form* to (479) 997-8582 or coyoteridgeroans@ipa.net. All requests must receive confirmation of receipt. **All requests are required by 12:00 PM (Noon), central time, the day PRIOR to shipment.** No charges apply to cancellations received before 9:00 AM, central time, the day of shipment. A cancellation fee of \$200 applies to all orders cancelled after the deadline on the day of the scheduled shipment. For any orders requested after the required deadline, an expedite fee of \$100 will apply if CRR, at its sole discretion, can fulfill the order.
9. Mare Owner is responsible for all collection, lab, and shipping fees (both to and from CRR/collection facility), including any fuel surcharges, due upon collection of semen and prior to shipping.
10. All shipments will be packaged in an industry approved container, with at least one dose of semen that meets or exceeds the minimum number of viable spermatozoa at collection, according to industry standards. When available, shipments will include two (2) doses of semen.
11. Semen will be shipped by FedEx Priority Overnight delivery according to the information provided by Mare Owner on the *Semen Shipment Request Form*. FedEx does not provide delivery of Priority Overnight packages on any holidays, Sundays or Mondays, or to any post office boxes. It is the Mare Owner's responsibility to verify with FedEx any delivery limitations to the address Mare Owner has provided to CRR.
12. CRR has no control of shipments once they leave the farm. Therefore, Mare Owner assumes all risks for any lost, delayed, or destroyed shipments, and any expenses associated with preparation of the mare(s) for insemination.

INSEMINATION—

13. CRR reserves the right to approve or reject any location receiving semen and/or handling the insemination of the mare, and may exercise at any time, the right to reserve shipments to only those locations trusted to handle the semen properly.
14. Mare Owner agrees to NOT open the semen shipping container until Mare is washed and ready for insemination.
15. Mare Owner agrees to NOT warm the semen prior to insemination.
16. Mare Owner agrees to inseminate the mare immediately after removing the semen from its packaging.
17. If the Designated Veterinarian/Breeding Manager plans to evaluate the semen, it should be done after insemination according to the procedures described in line 19, below.
18. Mare Owner understands that once the shipping container has been opened, it will NOT keep semen correctly cool.

POST-INSEMINATION—

19. If the Designated Veterinarian/Breeding Manager chooses to evaluate the semen, it should be done by placing a small sample of semen in an incubator for ten to fifteen minutes before evaluation, NOT by warming the sample in a water bath or microwave.
20. Mare Owner agrees to return any shipping container as requested by CRR/collection facility.
21. Mare Owner agrees to have the mare examined for pregnancy between 14-18 days, post insemination, and return a completed *Reproductive Status Report*, within thirty (30) days of the last date of insemination, for eligibility of the Live Foal Guarantee.

Remember: *The rapid variation in temperature adversely affects semen quality. Insemination procedures should be completed quickly and carefully to minimize dramatic temperature changes.*

Signature of the Designated Veterinarian/Breeding Manager

Date

Mare Owner's Initials