

2017 COOLED SEMEN STALLION SERVICE CONTRACT

CSR DUAL GLO

WIER RANCH, Marshall Wier, owner
PO Box 2, Ericson, NE 68637
308-348-2006 ranch
308-750-3745 Marshall's cell
DIANE BECKMAN 940-727-3421

BRIGHTSTONE RANCH, Keith Feister, manager
1754 S FM372
Gainesville, TX 76240
940-665-7557 ranch
302-373-3336 Keith's cell

THIS COOLED SEMEN STALLION SERVICE CONTRACT (the "Agreement") is made and entered into this day _____, 2017, by and among _____ (the "Mare Owner"), Marshall S. Wier, (the "Stallion Owner"), and Brightstone Ranch, (the "Stallion Manager").

- Breeding Privilege.** The Mare Owner hereby agrees to breed _____, Registration # _____ ("the Mare") by COOLED SEMEN to the Stallion **CRS DUAL GLO** standing for the 2017 breeding season and to pay the stallion fee of **\$777** plus board, veterinarian charges, cooled semen fee and expenses, if applicable. A non-refundable booking fee of **\$250** is to be paid for reserving the Stallion upon the execution of this Agreement. The \$250 booking fee is a part of the total \$777 stallion fee.
- Charges.** A) The Mare Owner agrees to **pay the Stallion Service Fee of \$777 to Marshall Wier, Stallion Owner, prior** to shipment of COOLED SEMEN to its insemination point.
B) The Mare Owner also agrees to pay Brightstone Ranch, Stallion Manager for all courier, shipping and handling charges which may be incurred as a result of this agreement.
C) Semen shipped by Fed Ex Ground is \$350, **payable to Brightstone Ranch prior to shipping**
D) For all other special delivery services and costs contact Brightstone Ranch, Stallion Manager.
E) No shipment will be prepared for transfer unless the Mare Owner has provided the Brightstone Ranch, Stallion Manager forty-eight (48) hours advance notice (exclusive of Saturdays, Sundays, and holidays) and **all charges due are paid in full.**
- Condition and Treatment.** The Mare Owner acknowledges that the Mare is healthy and in sound breeding condition and registered with the American Quarter Horse Association, the Jockey Club, the American Paint Horse Association or the Appaloosa Horse Club. A copy of the registration papers for the Mare must be attached to this agreement. The Mare Owner agrees to use all diligence and care in the insemination of the Mare. The Stallion Manager may refuse to breed the Mare to the Stallion if, in the Stallion Manager's opinion, the Mare is not healthy and in sound breeding condition.
- Representations and Warranties.** The undersigned Mare Owner represents and warrants that (a) the Mare Owner is owner of record of the Mare; (b) the Mare Owner is the holder of a valid 2017 Season Breeding Privilege that has not been used before; and (c) the Mare Owner or person signing on behalf of the Mare Owner has the power and authority to bind the Mare Owner under this Agreement.
- Waiver of Liability.** The Mare Owner will hold harmless and indemnify the Stallion Manager and Stallion Owner with respect to any loss or damage incurred in connection with this Agreement. Neither the Stallion Manager nor the Stallion Owner are liable for any injury, sickness, disease or death of the Mare or her offspring arising in connection with this Agreement. The Mare Owner bears the sole responsibility of insuring the Mare and any of the Mare's offspring.
- Limited Live Foal Guarantee.** If the breeding contemplated by this Agreement is fully paid and does not result in a live foal, the Mare Owner will be entitled to rebreed the Mare to the Stallion during the following breeding season only. If the Mare Owner exercises this right there will be no additional stallion fee for such breeding. The following terms and conditions will apply: (a) the rebreeding will be performed at a location with qualified

personnel approved by Stallion Manager; and (b) the Mare Owner will be responsible for all other expenses and charges as set forth in Section 2 above. If the Mare Owner does not provide the Mare or a substitute mare, approved by the Stallion Manager, for the next ensuing breeding season, then the Stallion Manager, and the Stallion Owner will be released from any and all liability whatsoever for any further rebreeding or refund of any stallion fee. No stallion fee will be refunded. The term "live foal" means that the foal resulting from the breeding stands alone, nurses and lives for twenty-four (24) hours. This limited live foal guarantee will be void and the Stallion Manager, and Stallion Owner will be released from all liability hereunder unless the Mare Owner notifies the Stallion Manager within forty-eight (48) hours after the time of foaling that the Mare did not produce a live foal. Within fourteen (14) days after such notice the Mare Owner must provide certification that the foaling was an attended foaling and deliver a written statement from a licensed veterinarian giving the details required to substantiate the failure of the Mare to produce a live foal. The Mare Owner will have the right to substitute a different mare for the rebreeding set forth in the preceding paragraph provided that the substitute mare is of the same quality and condition as the Mare, determined in the Stallion Manager's sole discretion. The limited live foal guarantee herein will be void and the Stallion Owner will be released from the liability if: (a) the Mare is sold by the Mare Owner prior to foaling without the Stallion Manager's approval ; (b) the Mare is returned to training after the Mare has been checked in foal by the Stallion Manager.

7. **Multiple embryo transfer.** If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then the Mare Owner must notify the Stallion Manager within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion Manager the Stallion Service Fee for each pregnancy. The Mare Owner acknowledges that only a single foal may be registered as a result of the insemination of the Mare under this Agreement regardless of the number of embryos or live foals that might result from such insemination.
8. **Genetic material.** The Mare Owner represents and warrants that, without the Stallion Manager's prior written consent, which consent may be withheld in the Stallion Manager's sole discretion, the Mare Owner has not and will not: (a) freeze any embryos flushed from the Mare; (b) freeze, store or otherwise use any semen or other genetic material derived from the Stallion in any way for any purpose other than impregnation the Mare during the 2017 Breeding Season; or (c) in any way clone or attempt to clone the Stallion.
9. **Certificates and Substitutions.** The Stallion Manager will issue a service certificate at the Mare Owner's request at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this Agreement or substitute any other mare for the Mare under this Agreement. Any attempted assignment or substitution without prior written consent of the Stallion Owner will, at the option of the Stallion Owner, terminate this Agreement and release the Stallion Owner and the Stallion Manager from all obligations hereunder. In the event multiple embryos result from insemination the Mare with the COOLED SEMEN: (a) the Mare Owner acknowledges that only a single foal may be registered as a result of such insemination; (b) the Mare Owner will take all reasonable actions requested by the Stallion Owner to insure such result; and (c) the Mare owner must designate which foal resulting from the multiple embryos will be registered no later than December 31 of the year in which the foal is born.
10. **Cooled Semen Handling.** The Mare Owner agrees to comply with all AQHA, APHA and APHC requirements concerning the use and handling of COOLED SEMEN. The Mare Owner acknowledges that a qualified and experienced licensed veterinarian, competent in the use of and handling of COOLED SEMEN must perform the insemination. The Mare Owner agrees to use his best efforts to perform the insemination procedures within 24 hours but not more than 48 hours after collection from the Stallion.
11. **Warranty.** No warranty, express or implied, including any warranty of merchantability or fitness for intended purpose will accompany the COOLED SEMEN transferred by this Agreement. The Mare Owner acknowledges that the Stallion Manager cannot guarantee the use of COOLED SEMEN in any respect. No guarantee of delivery

within a certain time period or that the COOLED SEMEN will safely reach the insemination point without losing some of its integrity, quality or characteristics can be given. However, although no guarantee or warranty is granted to the Mare Owner by this Agreement, the Stallion Manager will make every effort to meet the requirements of each Mare Owner's individual needs. Semen will be collected ONLY on established breeding days and no guarantees are made or implied that semen will be available when requested.

12. **Miscellaneous.** It is further agreed: (a) if the Stallion dies or , if in the opinion of the Stallion Manager, the Stallion becomes incapable of servicing mares for any reason, this Agreement will, at the option of the Stallion Manager, become null and void, the Stallion Service Fee (less the booking fee) will be refunded and the parties to this Agreement will be released from any further liability; (b) if the Stallion is sold or is transferred, any obligations for future breedings must be arranged for with the Stallion Owner and/or the new manager of the Stallion (c) the Mare will not be bred to the Stallion until a completed copy of this Agreement has been received and approved by the Stallion Manager; (d) this Agreement constitutes the entire agreement between the parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; this Agreement cannot be amended except in writing executed by all parties hereto; (f) this instrument will be construed in accordance with the internal laws of the state where the stallion is standing in 2017 and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties; (g) all actions with respect to this Agreement will be instituted in a court sitting in the county of the state where the stallion is standing in 2017, and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court, waives any objection to the venue in such court and waives any claim that any action has been brought in an inconvenient forum; and (h) the Stallion Manager acts solely as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as the Stallion Manager is designated as the Stallion Manager for the Stallion.
13. **COOLED SEMEN PRE-PAYMENT.** The Mare Owner agrees to **pre-pay** all shipping charges and courier charges, in addition to the above mentioned deposit on the Equitainer. The Mare Owner further understands that no semen shipments will be made until all charges related to, but not limited to, stallion service fee, booking fee, shipping charges, courier charges and a deposit on the Equitainer are paid.

APPROVED, this _____ day of _____, 2017, by: _____

Stallion Owner/Manager

Mare Owners Signature: _____ Date: _____

Printed Name

Address

Phone and e-mail

Contract# _____

CSR DUAL GLO

Semen collection days Mon, Wed, Fri

Standing at Brightstone Ranch

24 hour notice needed for semen shipment

(ranch #) 940-665-7557

Confirm by 10 A.M. day of shipping

(Keith's cell#) 302-373-3336



1754 S. FM 372 • Gainesville, TX 76240 • Phone 940-665-7557 • Fax 940-665-7558

2017 Breeding Contract

Shipped Semen Addendum

Collection/shipping days are Monday, Wednesday, and Friday each week beginning February 1st through July 1st. Shipped Semen orders must be called in by 9 a.m. Central Time on collection days to Brightstone Ranch at [940-665-7557](tel:940-665-7557). Shipping address for semen delivery:

Name _____
Address _____
City _____ State _____ Zip _____
Nearest airport _____
Person/Farm managing mare for breeding cycle(s) _____ Phone # _____
Attending veterinarian _____ Phone # _____

- 1. Mare owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. Any attempt to breed more than one mare with a shipment will void this contract.
- 2. Mare owner agrees to pay the following charges pertinent to the transport of cooled semen. Normal shipping fees per dose- \$275 (additional doses required on the same cycle will be charged at \$200 per dose). Same day shipment counter to counter air service - \$100.00 additional. Canadian shipments - call for details and charges. Shipment includes shipping container, overnight shipping fees, collection fee on scheduled collection days. There will be no credit given on returned shipping boxes.
- 3. Brightstone Ranch only assumes responsibility to ship semen in viable condition, and shall not be held liable for the quality of semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Brightstone Ranch agrees to process each ejaculate to optimize 24-hour post cool motility, and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the stallion.
- 4. Mare owner agrees to have mare palpated on the next collection day to confirm ovulation. If mare has not ovulated another dose of semen must be ordered.
- 5. Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th, and 9th month of pregnancy.

Mare Owner _____ Date _____
Stallion Owner _____ Date _____