



CONTRACT # : _____

DATE: _____

Frozen Stallion Service Agreement

Stallion: **BIGTIME FAVORITE**

Mare Owner/Business Name: _____

Mare: _____ Registration Number: _____

- THIS STALLION SERVICE AGREEMENT** (this "Agreement") is made and effective as of the above date by and between Snow Ranch, LLC. A Texas Limited Liability Company, 6736 E US Hwy 82, Gainesville, TX 76240, and the Mare Owner whose name is set forth above (the "Mare Owner"), Ranch Manager is the operator of Snow Ranch, LLC in Gainesville, Texas ("Ranch") and the operator of the horse breeding /boarding program conducted on the Ranch.

(Check all that applies)

My mare will have an **embryo transfer** performed Yes No

(OFFICE USE ONLY) PMT type: _____
Payment Date: _____
Amount Received: \$ _____
Check # _____

ADDITIONAL TERMS:

Please initial in the highlighted spaces below acknowledging that you have read and understand the terms and conditions of each section. By signing below, you agree to all terms and conditions listed in this contract.

- Frozen Statement Frozen Semen Shipment Fees:** Mare owner understands that the Frozen semen shipping container is the sole property of Snow Ranch LLC or its agent, and the mare owner has no ownership rights in the container or its contents whatsoever. Should the mare owner fail to promptly return the shipping container to Snow Ranch LLC or its agent, the Mare Owner agrees to pay for its value in an agreed upon amount of \$1,000. Frozen semen is shipped by Federal Express only, costs vary, but will be around \$400-450 for each shipment. \$450-500 for Canada shipments. Shipping is included in the stallion service fee for the first shipment only. **All fees and charges due under this Agreement must be paid prior to any shipment.** If the frozen semen tank is not returned within one week of original shipment a late fee of \$25/day will be charged. The Mare Owner also agrees to pay for all courier, shipping, and handling charges which may be incurred as a result of this Agreement. Ranch Manager may refuse to make any shipments to Mare Owner if Ranch Manager believes that the Mare is not healthy and in sound breeding condition. Upon receipt of the shipment, Mare Owner shall try diligently to settle the Mare and shall use all diligence and care in the insemination of the Mare. Mare Owner waives all claims against Ranch Manager for the sickness, injury, or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this Agreement. Ranch Manager waives all claims against Mare Owner for any injury, sickness, disease, or death of the Stallion arising from the exercise of the breeding privilege granted in this Agreement. **In no event will the shipment be prepared for transfer unless the Mare Owner has provided the Ranch Manager with all charges due and payable hereunder paid in full.**
- Pregnancy & Fertility Testing:** Between 14-16 days following insemination of Mare, Mare Owner will arrange to have Mare checked for pregnancy. If mare is determined to be in foal at the initial pregnancy check, Mare Owner will arrange to have Mare checked for pregnancy again at 26-30 days to confirm heartbeat. All testing to be performed by ultrasound by a veterinarian licensed to practice in the state where mare is located. Mare owners is solely responsible for all costs and expenses associated with said examinations. Mare owner agrees to provide a copy of the veterinarian report to Snow Ranch, LLC. If Mare is not settled after the first shipment, Mare Owner agrees to have the mare's reproductive status evaluated by a veterinarian and provide a report the examination result to Snow Ranch LLC, including culture results. Snow Ranch is under no obligation to ship additional frozen semen under this agreement until the veterinarian's report is received. If a report is not received the Live Foal Guarantee provision of this contract will be null and void.
- Board and Veterinary Charges:** (applicable to on-site breeding) Mare Owner also agrees to pay all board and other veterinary expenses incurred by the Mare and her foal while in the care of Ranch Manager, and these expenses are due and payable on or before 30 days after the date of invoice.

5. **Late Payments and Security Interest:** Ranch Manager may charge Mare Owner interest calculated at a monthly rate of 1.5% for any invoiced expenses and fees not received by Ranch Manager on or before the due date. The Mare will not be released until the Stallion Service Fee, all veterinary expenses, board bills, and any other charges incurred on behalf of the Mare have been paid to Ranch Manager in full. To secure the payment of these fees and expenses, Mare Owner grants a security interest in the Mare and her foal on the Ranch to Ranch Manager (to be perfected by filing a copy of this Agreement), and Ranch Manager has no obligation to release the Mare and the foal to Mare Owner or to issue a Breeders Certificate until Mare Owner has paid all the fees and expenses incurred on behalf of the Mare and her offspring. Mare Owner assumes and agrees to pay all charges, expenses, attorney's fees and related costs incurred in the collection of this balance.

If this account is not paid within 90 days of billing, Ranch Manager may foreclose and sell the Mare and her foal, if any, pursuant to the Uniform Commercial Code at either public or private sale and apply the proceeds first to all attorney's fees and costs of sale incurred in relation to the foreclosure of the security interest and the balance to outstanding amounts owed to Ranch Manager. Further, in this event, Mare Owner agrees to deliver to Ranch Manager the original registration papers and properly executed transfer papers on the Mare and her foal. If Mare Owner refuses to execute all necessary transfer documents and deliver registration papers after default Mare Owner agrees to pay \$500 to cover the cost of obtaining a new registration certificate or the amount necessary to cover these costs. Mare status must be reported to our office by **September 1st** of the breeding year, to ensure that your mare is on the stallion breeding report to be able to register the foal. **A late fee of \$50** will be charged to your account.

6. **Condition and Treatment.** Mare Owner agrees that when delivered to Ranch Manager or when a cooled semen shipment is requested, the Mare will be healthy and in sound breeding condition and registered with either the American Quarter Horse Association, the Jockey Club, the American Paint Horse Association, or the Appaloosa Horse Club. A copy of both sides of the Mare's registration paper shall either be attached to this Agreement or shall be sent to Ranch Manager prior to or upon the Mare's arrival at the Ranch. Mare Owner warrants that it is the owner of record of the Mare. If the Mare is to be bred at the Ranch, then on or before delivery of the Mare to the Ranch, Mare Owner must provide Ranch Manager with the following for each Mare: **(a) negative Coggins test dated within six months prior to delivery of the Mare to the Ranch, and (b) vaccination, deworming, farrier, and any other health and reproductive records reasonably deemed necessary by Ranch Manager for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for Ranch Manager to perform such services as deemed necessary for the Mare's well-being at Mare Owner's expense.**
7. **Care of Mare and Foal for On-Site Breedings.** For Mares bred at the Ranch, Ranch Manager shall prepare each Mare for breeding and shall conduct the breeding and post-breeding care. Ranch Manager shall exercise reasonable judgment in the breeding, care, and supervision of the Mare; however, Mare Owner waives all claims against Ranch Manager for the sickness, injury, or death of the Mare and her offspring from matters beyond Ranch Manager's reasonable control or resulting despite the rendering of reasonable and ordinary care. Ranch Manager shall diligently try to settle the Mare; however, if for any reason a Mare does not settle, Mare Owner waives any claim against Ranch Manager. Ranch Manager's veterinarian will examine the Mare for normal breeding conditions and will administer care as Ranch Manager reasonably deems necessary for the health and safety of the Mare and her offspring. Mare Owner consents to the administering of all medical care for the Mare and her offspring that Ranch Manager reasonably deems necessary, and Mare Owner grants to Ranch Manager the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the Mare and her offspring, Ranch Manager shall attempt to contact Mare Owner by telephone prior to taking any required action, but Ranch Manager's inability to contact Mare Owner does not abrogate the authority granted to Ranch Manager by Mare Owner.
8. **Waiver of Liability.** Mare Owner agrees to diligently try to settle the Mare. If, however, the Mare does not settle, Mare Owner will hold the Ranch Manager harmless from any loss or damage. The Ranch Manager is not liable for any sickness, injury or death of the Mare and/or her offspring. The Mare Owner will have no liability to the Ranch Manager for any injury, sickness, disease or death of the Stallion arising from the exercise of the breeding privilege granted herein. Insurance for the Mare and her offspring is the sole responsibility of the Mare Owner.

9. **Multiple Embryo Transfer/Frozen Embryos.** If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify Ranch Manager within 48 hours of the transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner will be required to acquire additional breeding privilege(s). Contact the Ranch Manager immediately. If an embryo is frozen/vitrified Mare Owner must notify Ranch Manager within 48 hours. An amended contract will be executed.
10. **Frozen Semen Handling.** Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all AQHA and APHA requirements concerning the use and handling of FROZEN SEMEN. Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of FROZEN SEMEN will perform the insemination. Mare Owner agrees to use his best efforts to perform the insemination procedure in a manner to obtain maximum conception rate. Mare Owner agrees to use all FROZEN SEMEN provided by this Agreement for the Mare named in this Agreement and no other.
11. **NO WARRANTY.** SNOW RANCH LLC MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE FROZEN SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. RANCH MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE FROZEN SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.
12. **Insurance.** Ranch Manager will not carry insurance on the Mare or her offspring. Mare Owner may carry insurance on its horses as it so chooses. If the Mare is bred on the Ranch and if Mare Owner elects to insure the Mare and her offspring, then Mare Owner shall inform its insurance carrier of the location of the horses and shall provide Ranch Manager with insurance carrier information.
13. **Live Foal Guarantee (Rebreed).** If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by Mare Owner and Ranch Manager) during subsequent breeding season. This is a one-time return breeding privilege, and if the mare (or approved substitute mare) does not produce a live foal from this return breeding right, then Mare Owner shall have no further return breeding privileges under this Agreement. Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of Ranch Manager. Any attempted assignment without the prior consent of Ranch Manager will, at the option of Ranch Manager, terminate this Agreement and release Ranch Manager from all obligations hereunder. **“Live foal” means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon Mare Owner giving Ranch Manager written notice within 14 days after the foaling or aborting that the Mare did not produce a live foal.** This notice must be accompanied by (a) a certificate from the attending veterinarian that no live foal was born, and (b) a return of the breeder’s certificate. This rebreed is subject to a ranch/chute fee. Mare Owner is responsible for paying Ranch Manager all of the other applicable charges listed in Paragraph 2 above that are incurred on behalf of the Mare and her foal. This return breeding privilege is void and Ranch Manager will be released from all liability if: (1) the Mare is removed from the Ranch before the Mare is checked in foal by Ranch Manager, unless the removal is approved by Ranch Manager, or (2) the Mare is sold by Mare Owner prior to foaling, unless Ranch Manager has been informed of the sale and approves the transfer of the live foal guarantee. (3) if the stallion dies, is sold, or becomes unfit for breeding in the opinion of the Ranch Manager. In lieu of this one time rebreed privilege at the sole discretion of the Ranch Manager, a refund of the Stallion Service fee less the farm/ranch fee may be issued. Mare owner agrees to pay for the cost of the straws \$270.00 / 8 straw dose.
14. **Certificates and Substitutions.** The Ranch Manager will issue a FROZEN SEMEN BREEDER’S CERTIFICATE upon the request of the Mare Owner 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 breeding contract or substitute any other Mare for the Mare under this Agreement. Any attempted assignment or substitution without prior written consent of the Ranch Manager will, at the option of the Ranch Manager, terminate this Agreement and release the Ranch

Manager from all obligations hereunder. The FROZEN SEMEN BREEDER'S CERTIFICATE shall be issued only for the Mare named in this Agreement. Assignments and substitutions will be made only at the discretion of the Ranch Manager and then only in special circumstances (i.e., death of mare, etc.). Mare Owner agrees to notify Snow Ranch LLC of breeding dates and mare status. Snow Ranch LLC is responsible for stallion breeding reports (Stallion Return). Mare status must be reported to our office by September 1st of the breeding year, to ensure that your mare is on the stallion breeding report to be able to register the foal. A late fee of \$50 will be charged to your account.

15. **Termination.** If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of Ranch Manager, this Agreement will, at the option of Ranch Manager, immediately terminate, but Mare Owner shall continue to be responsible for payment to Ranch Manager for all expenses incurred by Ranch Manager on behalf of Mare Owner prior to the Mare and his offspring being removed from the Ranch.
16. **Entire Agreement/Governing Law/Venue.** This Agreement contains the entire agreement between the parties and may be amended only in writing and signed by each of the parties. Texas law governs this Agreement, all of the terms and provisions of which are performable in King County, Texas. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of this Agreement can only be brought in King County, Texas.
17. **Notices.** Notices under this Agreement must be delivered personally, by certified mail, return receipt requested, an overnight delivery service, or by telecopy with telephone confirmation of receipt to the addresses set forth below. Notices are deemed given when received. Either party may change its address by written notice to the other party.

Signature Page

Mare Owner agrees to pay the stallion service fee of **\$1,350** plus a ranch/shipping/chute fee of **\$650** for a total fee of **\$2,000.00**.

The Stallion Service Fee is due in full prior to ordering semen. There is a 3% processing fee on fees paid with a credit card. If paying with a check, make the check out to **Snow Ranch, LLC**. **Mare owner is responsible for the actual cost of any additional shipments after the 1st shipment.**

RANCH MANAGER

Snow Ranch, LLC.

By: _____
Shane D Snow, Authorized Agent

Billing Address:

MARE OWNER / AUTHORIZED AGENT

X
Signature of Mare Owner, or Authorized Agent

Printed Name of Mare Owner or Authorized Agent

E-Mail Address:* _____

Office Phone: _____ Home Phone: _____

Cell Phone: _____ Fax: _____

INSTRUCTIONS: Sign and return the contract to Snow Ranch, LLC on or before 10 business days. We will keep a copy of the fully executed Agreement and a copy will be returned to the mare owner via email. The mare will not be bred to the stallion until both parties have signed this agreement.

CREDIT CARD INFORMATION FORM

CC # _____ Expiration Date: _____ CVV Code: _____

Billing Zip Code: _____

I authorize Snow Ranch LLC to:

- Charge Ranch/Chute Fee only to the Credit Card I have entered above.
- Charge stallion breeding fee to Credit Card I have entered above.
- Charge breeding fee and all shipping fees to Credit Card I have entered above.

- I am mailing a check for the breeding fee. Please use the credit card I have entered online for all shipping fees and ranch/chute fees.
- Charge Shipping fees only to the Credit Card I have entered above.
- Charge all fees to my Credit Card I have entered above.
- Send a Quickbooks invoice to my email to pay online with my bank account.

Signature: _____

Date: