

2014 Aaron Ranch Stallion Service

COOLED/FROZEN SEMEN BREEDING CONTRACT

I, the undersigned Owner/Lessee hereby breed the

Mare: _____

Registration No: _____ to the

Stallion: _____ (All mares breeding to A Shiner Named Sioux require a HERDA test.)

Registration No: _____ standing at Aaron Ranch hereinafter referred to as Aaron Ranch in the 20____ breeding season. The total breeding fee plus other applicable service fees are listed below:

\$ _____ BOOKING FEE: NON-REFUNDABLE MUST BE RETURNED WITH CONTRACT AND PAYABLE TO AARON RANCH.

\$ _____ STUD FEE BALANCE DUE AT 14 DAY PREGNANCY CHECK (NON-REFUNDABLE); PAYABLE TO AARON RANCH.

\$ _____ CHUTE FEE: NON-REFUNDABLE AND DUE WHEN MARE ARRIVES ON FARM, PAYABLE TO AARON RANCH.

Ground transportation fees (Fed-Ex) and/or air transportation fees and airport courier fees for semen shipment will be billed to the mare owner.

Conditions of Transported Cooled/Frozen Semen:

1. HERDA Statement: Hereditary equine regional dermal asthenia (HERDA) is a genetic skin disease predominately found in the American Quarter Horse. HERDA has an autosomal recessive mode of inheritance and affects mares and stallions in equal proportions. It is the policy of the Aaron Ranch not to breed HERDA carriers to each other due to a 25% chance of producing a clinically affected offspring. It is strongly recommended that all mares being considered for breeding to a carrier stallion be tested for HERDA prior to execution of this contract. Aaron Ranch will not assume liability or financial responsibility, including breeding and service fees, if a carrier (N/HRD) mare is bred to a carrier (N/HRD) stallion. Please call Aaron Ranch for any additional information.
2. All rules of the American Quarter Horse Association (AQHA Rule #209) or the American Paint Horse Association (APHA Rule #RG-165) must be strictly followed regarding the transport, insemination and mandatory documentation of shipping and receiving cooled/frozen semen.
3. The above stated CHUTE FEE entitles the mare owner/lessee to three(3) shipments of cooled transported semen during the above mentioned breeding season. If requesting frozen semen, the CHUTE FEE includes two(2) shipments of frozen semen (one shipment of frozen semen will include enough semen straws for two inseminations). The CHUTE FEE will include the first shipment transportation fees (Fed-Ex or same day via airline. If same day shipment is requested, \$_____ courier fee will be assessed.) The mare owner/lessee is responsible for payment of any additional cooled/frozen transportation fees including overnight express fees, airline fees and airport courier fees. Additional semen shipments will be billed to the mare owner/lessee at the rate of \$_____ per shipment plus transportation fees.
4. Mare owner/lessee is responsible for proper return and all applicable fees of the transported semen container. Container must be returned within 3 days of the original shipment. Any container not returned within the 3 day period will incur a \$_____ per day penalty, billed directly to mare owner/lessee.
No additional shipments will be sent until shipment container is returned or proof of shipment is received.
5. Mare owner/lessee's veterinarian must request semen 24 hours prior to the day it is to be shipped. All cancellations must be made by 4:00pm PST the day prior to shipment. Mare owner/lessee will provide the attending veterinarians name, phone number and contact information for verification of the mares cycle, arrival of semen, ovulation and pregnancy determination by ultrasound examination.
6. If the mare aborts or fails to conceive, she may return during the breeding season of the following year ONLY, provided all fees have been paid during the original breeding season and based on the ability of the stallion to produce viable semen for transport. If the mare dies or becomes unfit for breeding, the Mare Owner/Lessee may replace original mare with a suitable replacement approved by stallion owner during the current season or the following season ONLY.
7. Live Foal Guarantee: Breeding fee is for one live foal. A live foal is defined as one that will stand and nurse. If the foal is born dead, Mare Owner/Lessee must provide in writing a statement of foals death signed by the attending veterinarian

within 10 days. Mare Owner/Lessee is subject to \$650 chute fee in the rebreed year. Stallion fee will not be refunded. A rebreed will be issued for the following year ONLY.

8. Mare Owner/Lessee must confirm status of pregnancy (pregnant or open) of mare at 45 days of gestation with a letter or certificate from the mare's attending veterinarian to Aaron Ranch. Mare Owner/Lessee is responsible for genetic testing their mare and foal as required by AQHA or APHA after the foal is born at the mare owner's expense.
9. Aaron Ranch agrees to provide semen based on an available basis to settle the named mare until June 30, 20____ unless otherwise provided for in this contract. Mares being bred on the premises of Aaron Ranch have breeding priority on any breeding day. Therefore, we make no guarantee that cooled semen will be available for shipment on any scheduled collection day. The stallion owner will provide a Breeders Certificate to mare owner/lessee upon notification of the birth of the foal, after payment of all outstanding fees and expenses.
10. Mare owner/lessee agrees to notify Aaron Ranch if the breeding is for an embryo transfer mare. In the event of multiple embryos from a single flush, mare owner/lessee agrees to pay a stud fee of \$ _____ for each additional live foal. Additional Breeders Certificate will be issued upon receipt of stud fee.
11. The mare's current registration/lease certificate or a photo copy must be furnished by Mare owner/Lessee to Aaron Ranch prior to breeding.
12. Neither Aaron Ranch nor any of their representatives shall be liable to the Mare Owner/Lessee or any other person for the failure of the mare to produce a live foal for any reason whatsoever.
13. Monthly statements will be mailed to mare owner/lessee for services provided, charges made and deposits used. If any statement becomes more than 30 days overdue, all obligations of stallion owner and Aaron Ranch shall cease and the unpaid amount will be subject to a finance charge of 1.5% per month.
14. This contract is effective when signed by both parties, and is not transferable or assignable.
15. The Mare owner/Lessee agrees that if Aaron Ranch should at any time find it necessary to commence legal proceedings to collect any of the above stated fees or expenses or otherwise to enforce this contract or be required to defend any legal proceedings relating to this contract, the prevailing party will be entitled to court costs and attorney fees entailed in such proceeding and those will be added as costs to the amount due. Time is of the essence in this contract. Any expenses or implied waiver of any breach of this contract shall in no way be construed to be a waiver of any subsequent breach or of any other default or modification of any of the terms of this contract. This contract is entered into _____ County and shall be governed by the laws of the State of Texas. The parties agree that jurisdiction and venue for any dispute arising under this contract shall be in _____ County, Texas.

Breeding Arrangements:

1. Stallions are collected on an every-other day basis. There are no exceptions. It is the responsibility of the Mare Owner/Lessee and his/her veterinarian to confirm collection days.
2. 24-hour advance notice is required by Aaron Ranch prior to actual shipment. All cancellations must be made by 4:00 pm PST the day prior to the shipment.
3. All fees must be paid prior to the first shipment. All transportation costs (Fed-Ex or air) will be billed monthly. Account balance must be paid prior to any subsequent shipments being made.
4. There will be a maximum of two shipments allowed per breeding cycle on all stallions.
5. Is this an Embryo Transfer o Carry Own o breeding? (Please select one.)

Mare Owner Information (Please print clearly)

Owner's Name as shown on Registration Records

Address

City / State / Zip

Home Phone

Cell Phone

Email address

Owner/Agent Signature

Date

Aaron Ranch (office use only)

Approved

By: _____

Date: _____

Booking Fee: Ck # _____ \$ _____

Stud Fee: Ck # _____ \$ _____

Chute Fee: Ck # _____ \$ _____