



Liz/Curtis Truax
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Breeding Contract For Fresh Chilled Semen

This "**AGREEMENT**" is made effective as of _____ by and between C Bar L Ranch ("**Ranch**") And _____ ("**Purchaser**") for the breeding of the mare (Section 2) to Nightime Shiner ("**Stallion**") under the terms and conditions provided herein.

1. **PURPOSE.** This Agreement defines the terms and conditions under which the Purchaser agrees to purchase and the Ranch agrees to deliver fresh chilled semen of Nightime Shiner to the mare during the Term. Embryo transplants are expressly outside the scope of the Agreement and are prohibited except with the prior written consent of the Ranch and the Purchaser's execution of the Ranch's "**Embryo Transfer Agreement**".
2. **The Mare.** Subject to the conditions and requirements of Section 5 below, the "Mare" to be bred under this Agreement is the mare named _____. AQHA Registration Number: _____. In no event shall Purchaser be permitted to substitute another mare for breeding without prior written consent of the Ranch, which shall be provided in Ranch's sole discretion.
3. **FEES.** Purchaser agrees to the following terms and conditions of payment of all fees due under this Agreement.
 - (a) "**Initial Deposit**" A non-refundable stallion service fee of \$1500". \$500 booking fee to confirm Purchaser's reservation of the Stallion for the term is payable by Purchaser to the Ranch immediately upon signing of the Agreement. The remaining balance of \$1000 along with payment for collection and shipping is due before the first shipment of Stallions semen is shipped.
 - (b) "**Description of Fees.** Purchaser agree to pay the actual fees billed by the Ranch for all services provided.
 - (1) "**Additional Service Fees.**" The Additional Service Fees described below will be charged, as applicable, upon the first and upon each additional request for collection and shipment of semen from the Ranch
 - A. "**Cancellation Fee**" Purchaser agrees to pay a fee of \$350 upon the cancellation of any request for the shipment received by the Ranch after collection is completed if the Ranch determines in its discretion that it cannot use the semen for another client.
 - B. "**Collection Shipping and Handling Fees.**" First collection and shipping are included. Fees for collection, shipping and handling apply and are payable prior to each additional collection and shipping by Ranch under this agreement. Shipping Fees are subject to change. Purchaser is responsible to file any claims with the shipper for lost or delayed

shipments. The Collection and Shipping Fees shown below will need to be paid by Purchaser before each shipment is sent.

Collection/Shipping Fee \$400 (shipping fees subject to change)

- C. **“Late/Damaged Container Fees.”** The Ranch utilizes a limited number of specialized “Containers” to insure the viability of fresh semen during shipping. Purchaser agrees to ship the Container back to the Ranch on or prior to the second business day following the date Purchaser receives the Container. A late fee of \$25 per day will apply if the Container is not received by the Ranch within 5 business days following the date of the Ranch’s shipment to Purchaser. The container must be returned clean and undamaged.

4. Requesting Collection and Shipment. The Ranch fills requests for fresh semen collection and shipment subject to availability of the Stallion. It is Purchaser’s responsibility to contact the Ranch in advance regarding Stallion’s availability and the Ranch bears no responsibility for failure to timely fill requests subject to the following conditions:

- (a) If the Ranch is unable to fulfill a request for collection on the requested date due to the Stallion’s unavailability as described in section 4, we do have frozen semen available as an alternative.

5. Term and Termination. The “Term” of the Agreement shall commence on the later of the effective date set forth on this Agreement or the Ranch’s receipt of the Initial Deposit and shall continue until the earliest to occur of:

- (I) the completion of the second breeding session, if the Ranch has approved of one.
- (II) The Mare gives birth to a live foal sired by the Stallion
- (III) Purchaser’s breach or failure to satisfy any applicable requirement under or term of Agreement
- (IV) The termination of this Agreement hereof or, if applicable, any provision of the Addendum; or
- (V) the Mare’s death, inability to satisfy the conditions to breed. For purposes of the Agreement, the **“Present Breeding Season”** begins February 15, 2025 and ends on July 15, 2025, and the **“Second Breeding Season”** if any, begins on or about February 15, 2026 and ends on July 15, 2026.

_____ By _____
Date Liz Truax, Ranch/Breeding Manager

_____ By _____
Date Purchaser

Purchaser Address

Purchaser Phone Number

Purchaser Email Address