

Flying H Ranch

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STALLION SERVICE CONTRACT

(On Farm or Shipped Semen)

Midnight Exhibition

AQHA #5,009,891

I _____, herein after referred to as "MARE OWNER", hereby request a reservation to the STALLION, **MIDNIGHT EXHIBITION**, AQHA #: 5,000,891 standing at the Flying H Ranch/Kris Higgins' hereinafter referred to as Flying H Ranch. Whereas, MARE OWNER, owns/leases the MARE named : _____ Reg. # _____. MARE OWNER wishes to breed said MARE to said STALLION during the 2021 breeding season.

BREEDING FEE:

I agree to pay a breeding fee of \$ 700.00 to Kris Higgins. This breeding fee includes a non-refundable booking fee of \$250.00 due with this contract. The balance of the Breeding fee (\$450.00) is due upon delivery of my mare to Flying H Ranch or prior to shipment of semen. Mare and/or foal care, veterinary and miscellaneous expenses will be paid before the mare leaves Flying H. I understand mare care will be \$12.00 per day for a dry mare and \$15.00 per day for a mare with a foal. All breeding fees are non-refundable under any conditions.

CHUTE FEE: A \$250 chute fee is due prior to or upon arrival of mares staying at Flying H Ranch for breeding. This fee covers handling during breeding of the mare for the breeding season.

SHIPPED SEMEN FEES:

Breeding fee includes one free shipment of semen to MARE OWNER or MARE OWNER'S veterinarian. Mare owner will pay for container shipping charges. On any subsequent shipments a \$250.00 collection and/or handling fee will be due **before** semen is shipped and all container shipping charges will be paid by Mare Owner.

REFUNDABLE DEPOSIT FOR SHIPPING CONTAINER:

A \$300 refundable deposit is required to insure prompt return of the shipping container. The deposit may either be in the form of a check or a credit card. Flying H agrees to refund total amount of said deposit to MARE OWNER upon return of shipping container without damage and all parts intact. If any parts are missing, cost to replace parts will be deducted from container deposit or charged to credit card on file. A \$10 per day charge will be deducted from the deposit if said container is not delivered to Flying H within 4 days (excluding Sunday) from the time MARE OWNER received the container - (i.e. shipped from Flying H on Monday, received by MARE OWNER on Tuesday, must be back to Flying H no later than Saturday). If MARE OWNER provides Flying H with his/her own shipping container, the \$300.00 deposit is not required. **Flying H Ranch may use "disposable" shipping containers, which may be reused. In this case the container deposit is \$50 and terms and conditions are as stated above. If the mare owner would like to purchase the "disposable" container, each container may be purchased for \$50 and is not required to be returned.**

MARE REQUIREMENTS: (PRIOR TO ARRIVING AT FLYING H RANCH)

1. I represent that the mare to be bred is halter broken and in sound breeding condition. Mare must be able to be safely handled for all phases of the breeding process. Unruly mares are subject to additional handling fee of \$15.00 per occurrence. Should all attempts fail in handling, mare owner will be notified and will be required to contact veterinarian for assistance or remove mare from premises.
2. A photocopy of the mare's registration papers, (if applicable) must be furnished and returned with this contract. (both sides)
3. Mare may not be wearing shoes at Flying H unless approved by Stallion owner.
4. I understand that for my own protection and that of the stallion and other horses present at Flying H, my mare and/or foal must be current on worming and vaccinations before arriving at Flying H. (3-Way, Rhino-Flu, Strangles)

I expect that reasonable efforts will be made to settle the mare when present at Flying H. I understand that artificial insemination may be used in breeding my mare. The mare will be left until settled or returned as many times as necessary during the breeding season.

SHIPPED SEMEN REQUIREMENTS:

1. All parties agree that only the mare designated on this contract will be inseminated with the shipped semen and that she will carry her own foal unless indicated that she will be part of an embryo transfer program. A Breeder's Certificate will be issued following the birth of the foal, providing all bills have been paid.
2. Mare Owner certifies that the Designated Veterinarian/Technician practices reproduction as a regular part of his/her practice and is available for palpation, cultures, AI and other necessary procedures, and has consented to oversee the breeding of said mare on a regular basis.
3. Flying H Ranch highly recommends but does not require a uterine culture prior to insemination. However, should the mare fail to settle within three cycles, Flying H Ranch will require a clean uterine culture.
4. I understand that the burden of conception is placed almost entirely on me, the mare owner, and my veterinarian or technician. I understand that the mare must be bred immediately, on the same day semen is received by the Designated Veterinarian and proper methods of handling must be used.
5. I understand that all requirements of applicable breed registries must be fully complied with. I will pay all costs of DNA testing of my mare and foal, registration fees, any permits or miscellaneous fees that are applicable. In the event of overseas shipments, I will also pay for all required tests and miscellaneous fees for the stallion.

I understand that the stallion has been DNA tested. The sperm count, motility/collection and packaging process meets or exceeds the industry standards. Flying H Ranch assumes responsibility only to ship enough extended semen (in viable condition at the time of collection) that the mare owner should receive at least 500 million progressively motile sperm within a 24 hour delivery time. However, two doses of 500 million to 800 million PMS are normally delivered.

REQUEST FOR SEMEN:

Flying H Ranch agrees to provide MARE OWNER semen when requested (per paragraph above "Shipped Semen Requirements). Depending upon availability, at least two insemination doses will be provided. Semen shipments will be filled in the order they are received. Shipments will be insured to cover only shipping container replacement and collection fee costs. Flying H Ranch shall not be held liable for delays in the delivery of semen or semen that is lost in shipment or mishandled in any manner once it leaves the possession of Flying H Ranch.

Flying H Ranch must receive request for semen by 9 p.m. Pacific Standard Time the day prior to collection and shipment. While many early-morning requests can be processed and shipped the same day, prior commitments/requests or shipping company schedules may not be ideal, making quick response difficult. Short-notice requests may be accommodated if possible, at the sole discretion of Flying H Ranch.

PREGNANCY CHECK:

MARE OWNER agrees to have the MARE examined by an early ultrasound scan by a licensed veterinarian/ technician between 14 and 18 days from the last day inseminated and again between 35-55 days by Designated Veterinarian and notify the Flying H Ranch of her pregnancy status immediately.

LIVE FOAL GUARANTEE:

If the MARE does not settle or produce a "live foal" (one that stands and nurses or is hand fed for a period of 72 hours), Flying H agrees to rebreed the same MARE or an approved substitute mare the following year on the terms and conditions provided in this contract without payment of any further breeding fee, but upon payment of mare care and a \$250 rebreed/chute fee per cycle plus any other regular expenses. Mares receiving shipped semen will pay \$250 rebreed fee and collection and shipping fees as stated above. It is agreed that this provision will be of no further effect if the MARE is taken to any other STALLION before returning to the above-named STALLION. The live-foal guarantee is valid for the next breeding season only.

REGISTRATION OF FOAL:

Flying H agrees to execute all necessary documents for the registration of the foal resulting from the breeding upon full payment of all breeding related charges. Flying H will not be responsible for registration or DNA testing fees for the foal.

TERMINATION:

Either party may terminate this Contract for failure of other party to meet any terms of this contract. In the case of any default by one party, the wronged party shall have the right to recover reasonable attorney's fees and court costs as a result of said default. If the STALLION should die, become unfit for service, be sold, or leased, MARE OWNER will be able to select another STALLION currently standing and owned/leased by Flying H. If no substitute STALLION is available, any breeding fee paid will be refunded. If MARE dies or becomes unfit to breed before producing a live foal, then MARE OWNER may substitute another MARE approved by Flying H.

CONTRACT IN FORCE:

When Kris Higgins signs, dates, and returns a copy of this contract to MARE OWNER, it will become the binding contract of both parties. This contract is not transferable or assignable by either party hereto without the expressed written consent of the other. In the event the MARE is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will no longer be valid unless specific written consent or assignment is given to MARE OWNER prior to transfer of ownership.

LIABILITY RELEASE:

Flying H Ranch, may exercise its own judgment in caring for and supervising the mare and/or foal. You (Flying H Ranch) and your veterinarian may perform at your absolute discretion such veterinary services as you deem necessary or appropriate at my (Mare Owner's) expense. These include, but are not limited to worming, treating for infections, diseases, accident-related conditions, preventative measures, original examinations, or pregnancy checking. I also acknowledge that Flying H Ranch, it's owners, veterinarians or other employees are not liable for the inability of my mare to conceive, carry or deliver a live foal in any way.

Flying H Ranch, stallion owner, veterinarians, farriers and any other parties involved shall be saved harmless of liability for any loss from fire, theft, sickness, disease, injury, death or other harm suffered by mare and/or foal whether or not deemed to be caused by negligence. I understand that Flying H does not carry any form of insurance on my horse(s). Likewise, I assume no liability for injury, sickness, or death of the stallions, owners, or employees caused by my mare and/or foal.

I certify that I am sole owner of the MARE and/or have authority to enter into this contract on behalf of the owner(s).

Signature of mare owner or authorized agent _____ Date _____

Street Address and or P.O. Box # _____ City, State and Zip _____

Telephone #s _____ Email address _____

Name of mare owner(s) on papers _____ Registered name of mare _____ AQHA/APHA# _____

Barn Name of Mare _____ Mare has the above bad habits, allergies or following breeding problems _____

Breeding Status of Mare: Open Maiden Barren Pending Due Date? _____ Age _____

Approximate date to expect mare at Flying H Ranch or date of anticipated Semen Shipment _____

Shipping Information

Name of Designated Veterinarian and Facility where semen is to be shipped:

Address of where semen is to be shipped: _____

(No P.O. Box, must be street address or rural route)

Phone Number: (_____) _____ Alt. Phone #: (_____) _____

Unless otherwise specified, Fed-Ex or United Parcel Service Overnight Delivery will be used to deliver semen shipments. Please provide credit card information for billing of shipment.

Check here if you authorize use of this card for the Shipping Container Deposit.

Name on Card: _____ Credit Card No: _____

Expiration Date: _____ 3 (or 4) digit cvv code _____ Billing Zip Code _____

FOR Flying H Ranch, Owner/Stallion Manager

Accepted and approved by Stallion Owner/Manager _____

Forms of payment accepted: PayPal (friends & family) or regular way with 4% convenience fee, Credit cards with 4% convenience fee, Zelle, Venmo and Checks made out to Kris Higgins. THANK YOU