

THE BIG GUN

Diamond MR Ranch

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PRIVATE TREATY BREEDING CONTRACT & FROZEN SEMEN SERVICE CONTRACT

WITNESS THIS AGREEMENT this _____ day of _____, 2012, between **Diamond MR Ranch/Bill Roberts, Casper, WY**, hereinafter referred to as "**Breeder**" and _____, hereinafter referred to as "**Purchaser**".

WHEREAS, Purchaser is the owner or lessee of a certain registered mare having the registered name of _____, with the _____ Registry. Registration No. _____, foaled _____, and

WHEREAS Purchaser wishes to breed said mare as above described to the Stallion **The Big Gun**,

APHA Reg.No.**506431**.

It is now therefore agreed between the parties as follows:

Booking and Stallion Fees

Stud Fee: \$1,200 USD (This contract negotiated through Vorrabers)

Booking Fee: \$350 (included in the \$1,200 stud fee)

2013 Re-Breed Fee: \$350

Frozen Semen Doses \$125 per dose for up to 4 doses per contract based on availability. Requested number of doses: _____

Stud Fee and all other outstanding fees and expenses must be paid in full or no semen can be shipped.

- A) Upon execution of this agreement, Purchaser agrees to pay a non-refundable booking fee of **\$350** to reserve a breeding for the year 2012, which shall be credited against the Stud Fee.
- B) For consideration of **\$1,200**, Breeder agrees to breed the Stallion, The Big Gun, as above described to the mare belonging to Purchaser as above-described. This Stud Fee assures up to 4 doses of frozen semen. If the mare fails to settle, the Purchaser elect to attempt to Rebreed in the following year and the Rebreed Fee of **\$350** will apply.
- C) The remaining balance of the stud fee as set forth above and any other related charges shall become due and payable **prior to shipment or the mare being bred**. Failure of the Purchaser to pay all charges will entitle the Breeder to recover any costs, expenses and attorney's fees expended in collection. In the event collection of Breeders account is placed in the hands of an attorney, Breeder agrees a minimum fee of \$250 shall be assessed as attorney's fees. 18% interest per annum will be charged on all accounts in excess of thirty days.
- D) Frozen Semen – A request for a shipment of frozen transported semen must be made through Select Breeders Southwest and all shipping expenses incurred are the mare owner's responsibility and paid directly to Select Breeders Southwest (see addendum for semen request). All stallion fees and frozen collection fees must be paid prior to authorization of a frozen semen shipment.
- E) "Live Foal" Guarantee – This contract is a "Live Foal" contract. "Live Foal" is described as a newborn foal which stands and nurses without assistance. If the foal is born dead or if the mare does not otherwise carry to term, there shall be a return privilege only if the Breeder is notified within thirty (30) days and receives a statement confirming this. A "Live Foal Guarantee" will apply only to those mares that are certified in foal by a licensed attending veterinarian. Confirmation of such pregnancy in the form of documented ultrasound picture or letter from the attending veterinarian must be received by October 1 of the breeding year or the mare will not be included in the Stallion Breeding Report.
- F) If the mare absorbs or aborts a pregnancy after having been pregnancy checked in foal or if the mare fails to conceive during the normal breeding season, the Breeder agrees to breed the same mare again during the next year's breeding season. There is a charge of **\$350** for the Rebreed Expense. A substitute mare, accepted by the Breeder, may be used only with written authorization by the Breeder.
- G) Stallion: If the stallion should die or become unfit for service, this contract shall become null and void. No money shall be refunded to Purchaser except the Booking Fee if the Mare has not been bred. If any of these occur prior to the delivery of a live foal, the live foal guarantee as described becomes null and void.
- H) Reproductive Condition of Mare: Purchaser agrees to furnish sufficient proof of reproductive test results to the Breeder's Veterinarian. If the mare proves barren, aborts her foal, or if the foal is stillborn or should the Mare die or become unfit to breed prior to breeding, Purchaser may breed a substitute mare to the Stallion or forfeit the rebreed.
- I) If a rebreed is required, Rebreed Fee applies. Purchaser is also responsible for all fees related to shipping, veterinary, etc as are in effect at the time of shipping. Purchaser agrees to hold the Breeder harmless if the mare does not settle.
- J) Pregnancy Check: Purchaser agrees to have said mare pregnancy checked within forty-five days from the date of last breeding and provide said information to Breeder within five days from the date of said pregnancy check. Failure to provide said information waives the live foal guarantee although Purchaser shall have a guaranteed right to rebreed the following breeding season for the rate set for said breeding season.

- K) Non Assignment: This agreement cannot be transferred or assigned by the Purchaser. Sale of mare by Purchaser to another party or parties will terminate the Live Foal Guarantee as set forth above and described in this contract.
- L) Breeder's Certificate - A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when all fees and expenses have been paid in full, and upon notification that the mare has produced a live foal.
- M) **WARRANTY: THE BREEDER, OR ANY AGENT OF THE BREEDER IS NOT RESPONSIBLE FOR LOST, DELAYED, OR DAMAGED SEMEN AND MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY SEMEN FURNISHED HEREUNDER EXCEPT THAT IT IS SEMEN FROM THE STALLION NAMED IN THIS CONTRACT. PURCHASER'S SOLE REMEDY IS THE REBREED RIGHTS GRANTED HEREIN. NO IMPLIED WARRANTY. THE LIMITED WARRANTIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AND BY ACCEPTANCE HEREOF, THE PURCHASER AGREES THAT THERE IS NO EXPRESS OR IMPLIED WARRANTY BY THE BREEDER AS TO THE FITNESS FOR A PARTICULAR USE, MERCHANTABILITY, CAPACITY OR EFFICIENCY OF ANY PRODUCT SOLD, AND THAT THERE ARE NO ORAL OR IMPLIED ADDITIONAL WARRANTIES MADE IN CONNECTION WITH ANY SALE BASED HEREIN. NO MODIFICATION OR ADDITION TO THIS AGREEMENT WITH RESPECT TO WARRANTY OF THE BREEDER, WHETHER BEFORE OR AFTER CONTRACT OF SALE, SHALL BE MADE EXCEPT ON WRITTEN AUTHORITY OF THE PRESIDENT OF THE BREEDER. NOTWITHSTANDING ANY OF THE PROVISIONS OF THIS AGREEMENT, BREEDER SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS) SUSTAINED OR INCURRED IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORTS INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE; AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.**
- N) This contract represents the entire agreement between the parties. No other agreements, promises or representations, verbal or implied, are included herein unless specifically stated in this written agreement. This contract is made and entered into in the State of Wyoming, and shall be enforced and interpreted in accordance with the laws of said State. In the event one or more parts of this contract are found to be unenforceable or illegal, the other portions hereof shall be deemed in full force and effect. Additional agreements should be separately initialed by each party.
- O) A photostatic copy, both sides, of the registration papers of this mare must accompany this contract. The Owner recorded on the registration certificate will be the owner recorded on the stallion breeding report.

When the above named Purchaser signs and returns one copy of this contract to the Breeder and a copy of both sides of the mare's registration to the Breeder, it will be a binding contract on both parties, subject to the terms and conditions.

TO BE FILLED OUT BY PURCHASER:

Date _____

I accept the above agreement	Purchaser's Phone Numbers	Semen Shipping Info & Mailing Address
_____	_____	_____
Purchaser's Signature	(Day)	
_____	_____	_____
Address Street	(Night)	
_____	_____	_____
City, State, Zip	Email	(Shipping Location Telephone)
_____	_____	_____

Stallion Owner/Agent _____ Date _____ Contract Expiration Date _____

Method of PAYMENT:

- ___ Money Order enclosed ___ Wire Transfer ___ Credit Card
- Money Order payable to Bill Roberts
- Wire Transfer – request further information
- Credit Card type: ___ Discover ___ Visa ___ Master Card
 - o Credit Card Number: _____ Expiration Date: _____
 - o Amount to be charged: _____ Security Code: _____ Date: _____
 - o Name on Card: _____ Billing Zip Code: _____
 - o Signature of Card Holder: _____

***Sign two copies and return one with deposit and a copy of the mare's registration papers, **email to DiamondMRRanch@aol.com** or fax to (303) 660-6567.