

Joan Logan Schroeder
8876 FM 902
Collinsville, TX 76233
Joan's Cell – 940.727.3474
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TRANSPORTED COOLED SEMEN BREEDING CONTRACT

SPECIAL RATE – BOOKING BY 11/10/18 CONSIDERATION

This Breeding Contract is made on this _____ day of _____, 2018, by and between Joan Logan Schroeder, 8876 FM 902, Collinsville, TX, 76233 (referred to herein as "Breeder") and _____, whose address appears below (referred to herein as "Mare Owner"). Breeder is the agent for the Stallion, **BATT MAN**, AQHA #4895580, (referred to herein as "Stallion"), and Mare Owner wishes to obtain one breeding to Stallion for the mare _____, AQHA Registration# _____, (referred to herein as "Mare") for the 2019 breeding season. In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

BREEDING FEE: The Breeding Fee for the Stallion, **BATT MAN**, is **\$1,850.00, a Special Rate in Consideration of Booking by 11/10/18 or \$2,250.00 after 11/11/18.** Upon the signing of this contract, the **entire breeding fee can be paid in full or a \$850.00 non-refundable Booking Fee** (Exception- see Stallion Substitution Clause) is due and payable to Joan Logan Schroeder, by upon the signing of this contract, which will protect the reduced fee for the 2019 Breeding Season. If mare owner decides to pay the booking fee only at the signing of the contract, the balance must be paid in full before shipping. Signatures on this Breeding Contract is to guide and protect Stallion Owner, Mare Owner or Lessee and Stallion Manager, Joan Logan Schroeder, as to responsibilities between Joan Logan Schroeder and signed Mare Owner or Lessee.

SHIPPING FEES: The Shipment Fee is **\$400.00** for same day airline service or **\$300.00** for Federal Express, UPS or other next day courier services. The Stallion Collection Fee for the first shipment to the above-mentioned mare is included in the first Shipment Fee; however, if subsequent shipments are necessary, whether request is made for extra shipments in the same cycle or a new cycle, a Stallion Collection Fee will be charged prior to shipment or pick up of **\$75.00**. For Mare Owners that are within driving distance to Kiowa Ranch, the pick-up rate of **\$150.00** per pick-up is payable prior to release of the semen.

Once the shipment of Cooled Semen leaves Kiowa Ranch, there are NO GUARANTEES to Mare Owners for lost or delayed shipments arriving at the destination of request within the scheduled time, under any circumstances. We guarantee one (1) dose of quality semen with no less than 1 billion progressive cells per dose, with a second (2nd) dose shipped if available; a sample of cooled semen is always kept for diagnosis at Kiowa Ranch from your shipment.

Collection Days are Monday, Wednesday and Friday. **All shipped semen requests must be placed by telephone or text** (Please do not message via Facebook) a minimum of 12 hours prior to shipment date for U.S. customers, a minimum of 48 hours for Canadian customers. Kiowa Ranch has the right to deny shipping requests for any reason, including, but, not limited to an untimely request.

EMBRYO TRANSFERS: Should Mare build, mature and ovulate more than one follicle and more than one embryo is recovered during one embryo transfer flushing procedure, Mare Owner will decide at that time whether to transfer more than one embryo. No breeding certificates for more than one embryo shall be issued by Breeder unless and until (i) a sworn, written statement from the licensed veterinarian who examined and managed the donor mare during the breeding cycle is provided to Breeder and (ii) for each embryo, the Mare Owner shall have paid Breeder a breed fee of **\$1,850.00 if booked by 10/31/18.** Should one of the multiple embryos obtained from one flushing procedure be non-viable or die at any time after implantation into the recipient mare, mare owner is allowed live foal guarantee.

BREEDING SEASON: The Breeding Season as used in this Breeding Contract shall refer to the period from February 12th to June 15th of the year of this Breeding Contract.

MARE BREEDING CONDITION: Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.

COOLED SEMEN HANDLING: Mare Owner agrees to comply with all AQHA, APHA or other pertaining breed requirements, as applicable, concerning the use and handling of cooled semen. Mare Owner agrees to perform the insemination within the 24 hours but not more than 48 hours from receipt.

MARE OWNER RESPONSIBILITY: The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. If Mare fails to conceive from first shipment, **Mare Owner is required to have Mare cultured by veterinarian** and infused, if necessary. Results from culture and sensitivity test must be faxed to Schroeder Ranch, Inc. The Breeder, in its sole discretion, may refuse to ship semen beyond three (3) shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.

COLOR GUARANTEE: The resulting foal from the breeding of the above-named mare (APHA or AQHA) must be eligible for Registration in the appropriate breed. If the resulting foal is not eligible for Registration, the above-named owner is guaranteed a slot to breed a mare of his/her choice the following breeding year only. **The Color Guarantee Re-Breed charge will be \$800.00.**

LIVE FOAL GUARANTEE: Mare Owner is guaranteed one live foal for Mare once she has been certified by Breeder to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare should be open at end of stated breeding season, die before foaling, absorb or miscarry her foal or if the foal is stillborn or unable to stand and nurse, Mare Owner shall be entitled to rebreed or substitute a Mare to Stallion **upon payment of an additional \$500.00 rebreed fee** the following breeding season, provided, however, that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provide Breeder written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS: MARE OWNER HEREBY SPECIFICALLY AGREES THAT BREEDER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL.

MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

LIQUIDATED DAMAGES: As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$1500.00.

REGISTRATION PAPERS: Mare Owner shall provide Breeder a copy of Mare's registration papers (front only) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

STALLION SUBSTITUTION: In the event Stallion dies or otherwise becomes unfit for service during Breeding Season, upon the mutual agreement of the Parties, Mare Owner may breed Mare to another stallion standing at Schroeder Ranch. ***If another stallion is not available or the Mare Owner does not choose a stallion at Kiowa Ranch, then the sole and exclusive remedy is to refund the entire Booking Fee and Breeding Fee, if applicable,*** less any outstanding charges as provided in the Breed Fee & Shipping Expenses provision. If the Mare dies or becomes unfit for breeding during the Breeding Season, Mare Owner may substitute another mare owned by mare owner, subject to the terms and conditions of this Breeding Contract.

BREEDER'S CERTIFICATE: A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and **upon notification to Joan Logan Schroeder on the birth of the foal.**

VENUE AND JURISDICTION: All disputes related to this Breeding Contract shall be governed by the laws of the State of Texas. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Cooke County, Texas.

ADDITIONAL PROVISIONS: This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties.

Payments made by credit card will be assessed a 4% bank fee.

This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral.

Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties.

The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties after expunging the invalid provision.

DISCLAIMER: Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this Breeding Contract. Breeder shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by Mare Owner.

STALLION AGENT:

Joan Logan Schroeder

Joan Logan Schroeder

October , 2018
Date

MARE OWNER / LESSEE:

Printed Name

Signature

Date

CREDIT CARD INFORMATION

PAY PAL, DISCOVER, MASTER CARD & VISA ARE ACCEPTED

C.C. INFORMATION MUST BE ON FILE TO INSURE SHIPMENT IF OTHER MEANS OF PAYMENT HAVE NOT BEEN RECEIVED.BY ORDER DATE; a 4% BANK SERVICE FEE IS APPLIED TO ALL CHARGES

Credit Card # _____ - _____ - _____ Exp Date: _____

Security Code: _____

Name on Card: _____

Address: _____

City: _____ State: _____ Zip Code: _____

STALLION: BATT MAN - 2019

MARE'S NAME: _____

REGISTRATION #: _____

AQHA ___ APPX ___ APHA ___ ApHC ___ OTHER _____

MARE'S CURRENT BREEDING STATUS: In Foal _____ Embryo Donor Mare _____ Open _____

Stallion Bred to Last Year: _____ Last Year's Breeding Date: _____

MARE OWNER/LESSE NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PROVIDENCE: _____

CELL:(_____) _____ HOME or WORK:(_____) _____

EMAIL: _____

SHIPMENT CONTACT: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PROVIDENCE: _____

CELL:(_____) _____ HOME or WORK:(_____) _____

EMAIL: _____

NEAREST MAJOR AIRPORT - AMERICAN AIRLINES: _____

Notes: _____
