

DIAMOND N RANCH
7125 Highway 3, Billings, Montana, 59106
Office 406-245-3866 Fax 406-245-9796

This is a shipped semen contract by and between Diamond N Ranch, Breeder, and _____, Mare Owner. Owner agrees to breed the mare, _____, Registration # _____, to Ultimate Charisma, Registration No. 627,075, for the fee of \$1000.00 subject to the following conditions.

A. A non-refundable booking fee of \$250.00 (US dollars) upon the execution of this contract.
B. The non-refundable balance of the stallion service is \$750.00. The balance of the Breeding Fee must be paid before the first shipment of semen.

C. The lab fee shall be \$200.00 per shipment and will include the container for the first shipment.

Additional fees per shipment will be necessary for the following:

1. Shipping charges: UPS OR FED-EX

2. Custom fees and foreign vet/health paper work and processing fees (of applicable).

3. Requests for semen must be received by **5:00 pm MST** the day preceding shipment at 406-245-3866. Breeding days are MWF.

4. All requests for semen shipments shall be filled as received, subject to availability of ULTIMATE CHARISMA semen and the ranch veterinarian's approval. If there is insufficient semen to fill all orders on a given day, first priority to earliest received contracts, then ranch veterinarian will determine which orders will be honored. The decision will be based on information provided by the Purchaser's veterinarian.

D. Conditions: Stallion service will be provided only to healthy mares in sound breeding condition, determined by a veterinarian acceptable to ranch veterinarian. In the event mare is open, Breeder requires the purchaser's veterinarian to submit a current negative intrauterine culture certificate within 30 days prior to shipping and certify the immunization for equine rhinopneumonitis (equine herpes type) has been kept current. There will be a maximum number of three (3) shipments under item C fees. If the mare fails to conceive on the third (3rd) shipment in one breeding season, the mare may be serviced at the breeding farm prior to May 30 of the contract year or in the following breeding season.

E. Return of Service: Purchaser will be entitled to a refund of fees unless conditions in item F are present. The mare will have the right of transported semen shipment to Ultimate Charisma, in the 20____ breeding season in the following circumstances:

1. If the mare proves barren, aborts her foal, or produces a live foal that is unable to stand alone and nurse and subsequently dies, including lethal white foals, a return breeding will be guaranteed the following year only.

For eligibility of the aforementioned, the stallion owner must have on file a vet certificate pronouncing said mare 90 days in foal. This certificate will be provided to Breeder prior to December 30 of breeding year.

Proper notification, defined as: written certification by a licensed veterinarian, as confirmation of the aforementioned conditions must be provided to Breeder within 5 days. Purchaser agrees that Breeder does not make any guarantees as to the quality of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.

2. In each and all cases the required veterinarian certificates shall affirm that the mare was properly cared for during gestation and was attended during foaling.

3. Color guarantee: there will be a \$500 charge for the following rebreed year on all mares, giving a one year color guarantee.

4. All rights of return to the stallion are subject to prepayment of the current year's (year in which shipment will be made) lab fee and all shipping charges as outlined in item C above, as they will again be assessed.

G. If the stallion should die, become unfit for service, or be sold prior to servicing in the present breeding season, mare owner is entitled to a 75 % refund of the breeding fee.

H. Non Assignment: This agreement cannot be transferred or assigned by the Purchaser. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by the stallion.

I. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion service fees and all other expenses have been paid in full, and upon notification that the mare has produced a live foal.

J. Warranty: Diamond N Ranch or Penni Nance, Ray Randall, DVM or Bridger Veterinary Clinic is not responsible for lost, delayed or damaged semen and make no representations or warranties of any semen furnished except that it is the stallions'.

K. Responsibility for insurance passes to the Purchaser with this Contract. Purchaser assumes the unavoidable risks inherent in all horse-related activities, including but not limited to: the semen, shipping container, Purchaser's horse, Purchaser and family and members. Purchaser agrees to look solely to his insurance company for compensation for any such loss and further agrees to indemnify and hold harmless the stallion breeder, agents, veterinarians, employees and family.

L. Governing Law: This contract shall be governed by the laws of the State of Montana and shall be binding upon the parties hereto and their personal representatives.

M. This contract represents the entire agreement between parties. Not other agreements of promises, verbal or implied are included.

N. When purchaser signs and returns the contract, it will be binding on both parties, subject to the above terms and conditions.

DIAMOND N RANCH

By: _____ Date: _____

Purchaser: _____ Date: _____

Address _____

SEMEN SHIPPING INFORMATION

Ship to _____

_____ Phone _____

Bill to: _____ Phone _____

UPS or Fed-EX _____

Acct. number

VETERINARIAN INFORMATION

Name: _____

Address _____

Clinic Name: _____

Phone: _____

Booking fee of \$ _____ Balance Due _____