

JJ Ranch, LLC

P.O. Box 249
Duke, Oklahoma 73532
580-679-3600
jjgover@brightok.net
www.jjranchllc.com

STALLION SERVICE CONTRACT Cooled Transported Semen

This Cooled Transported Semen Stallion Service Contract ("Contract") is made this ____ day of _____, 20__ between JJ Ranch, LLC ("Ranch") and _____ ("Mare Owner").

1. **Breeding Privilege** - Mare Owner agrees to breed their "Mare", _____, Registration # _____, by Cooled Transported Semen, to the Stallion **Genuine As Diamonds**, Registration # 3083783 standing at JJ Ranch LLC in Duke, Oklahoma, for the _____ Breeding Season.

The Stallion Service Fee is \$ \$1,000.00 plus a non-refundable booking/chute fee of \$250.00. The Cooled Semen shipment fee is \$200.00 and is payable upon execution of this agreement.

2. **Charges** – Mare owner agrees to pay the Stallion Service Fee and Cooled Semen shipment fee of \$200.00 prior to shipment of Cooled Semen to its insemination point. The Cooled Semen shipment fee applies to each shipment transferred to Mare Owner. Mare Owner understands that the shipping container is the sole property of Ranch and Mare Owner has no ownership rights in the container. Should Mare Owner fail to promptly return the shipping container to Ranch within 7 days of receipt Mare Owner agrees to pay for its value in the amount of \$250.00. Any unpaid fees and expenses shall bear interest at a monthly rate of 1½% until paid in full. Any past due account not paid with 30 days of the billing date will be subject to collection action, including placing the account in the hands of an attorney for collection. Mare Owner agrees to pay all costs of the collection process including charges, expenses, attorney fees and related costs.

3. **Shipment of Cooled Semen and Warranty** – In no event will the shipment be prepared for transfer unless Mare Owner has provided Ranch advance notice by 3:00 p.m. on the day prior to day of shipment. Cancellation of shipment must be made by 9:00 a.m. on the day of shipment. As the use of Cooled Semen is an emerging technology, Ranch makes no warranty or guaranty, express or implied, with respect to the cooled semen, including, without limitation, the warranty of fitness for a particular purpose. The Ranch makes no guarantee of delivery within a certain time period and makes no guarantee that the Cooled Semen will safely reach the insemination point without losing integrity, quality or characteristics.

4. Mare Owner Responsibility – Mare Owner represents that the Mare is healthy and in sound breeding condition and registered with the American Quarter Horse Association. Mare Owner agrees to provide Ranch with a photocopy of both sides of the Mare's registration papers attached to this Contract. The Mare Owner whose signature appears below warrants that he/she is the owner of record of the above named Mare and will exercise all diligence and care in the insemination of the Mare. Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all AQHA requirements concerning the use and handling of Cooled Semen. Mare Owner agrees that a licensed veterinarian or certified breeder who is qualified and experienced in the use and handling of Cooled Semen will perform the insemination. Mare Owner agrees to use his/her best efforts to perform the insemination procedure within 24 hours, but not more than 72 hours after collection from the Stallion. Mare Owner agrees to use the Cooled Semen provided by this Contract for the Mare named in this Contract and no other.

5. Waiver of Liability – Mare Owner waives all claims against Ranch for the sickness, injury or death of the Mare and her offspring arising from the exercise of the breeding privilege granted herein. If for any reason Mare does not settle, Mare Owner waives any claims against Ranch for any loss or damage.

6. Insurance – Insurance for the Mare and her offspring is the sole responsibility of Mare Owner.

7. Live Foal Guarantee – This Contract contains a "Live Foal Guarantee". A live foal is described as a newborn, which stands and nurses. If Mare fails to produce a live foal from this Contract, Mare Owner may rebreed Mare during the _____ breeding season. This return breeding privilege is conditioned upon Ranch receiving notice within 14 days after the foaling or aborting that Mare did not produce a live foal. This notice must be accompanied by: 1) a certificate from the attending veterinarian that no live foal was produced, 2) that the insemination was conducted in accordance with this Contract . b) return of the Transported Semen Breeders Certificate, c) Mare was not returned to performance training after the Mare had been checked in foal. His return breeding privilege is for the _____ breeding season only. Booking/Chute fee applies. This return breeding privilege is void and the Ranch will be released from all liability if the Mare is sold prior to foaling unless Ranch is notified of the sale and approves transfer of the "Live Foal Guarantee".

8. Certificates and Substitutions – The Ranch will issue a Transported Semen Breeder's Certificate upon request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Contract. Any attempted assignment or substitution without prior written consent of the Ranch will, at the option of the Ranch, terminate this Contract and release Ranch from all obligations hereunder. The Transported Semen Breeder's Certificate will be issued only for the Mare designated in this Contract. Assignment and substitutions will be made only in the discretion of the Ranch and then only in special circumstances.

9. Termination – If the Stallion dies, is sold or becomes unfit for breeding in the opinion of the Ranch, this Contract will, at the option of the Ranch, immediately terminate. The Stallion Service fee (less Booking/Chute fee) will be refunded and the parties to the Contract will be released from any further liability.

10. Entire Agreement – Cooled Semen will not be shipped until a completed copy of this Contract has been executed, received and approved by Ranch. This contract contains the entire agreement between the parties as to the Shipment of Cooled Semen and may be amended only in writing signed by each of the parties. This Contract is binding upon the parties; their heirs, personal representatives, successors, and assigns, but this Contract may not be assigned without the consent of the non-assigning party. This Contract may be executed in one or more counterparts, each of which is deemed an original.

Additional Terms: _____

Mare Owner: (as listed on Registration Papers)

Address _____

Telephone:

Home: _____

Office/Mobile: _____

Signature of Mare Owner:

Date: _____

<p>JJ Ranch LLC P O Box 249 Duke, OK 73532 Phone: 580-679-3600</p> <p>By: _____</p> <p>Date: _____</p>
