

Frozen Ship Semen, Breeding Certificates, Coordinator: Dawn Young 417-859-6861

Owned by: Harry Patterson of 4 P's Ranch, Wichita Falls, TX

<http://4psranch.com>



Frozen Semen Shipped by:
Sarah Phillips, D.V.M. – Phillips Equine Clinic P.C.
5227 E Farm Road 2 – Fair Grove MO 65648
417-350-4633() 417-759-1785() 417-759-2643(fax)

This contract is made and entered into this _____ day of _____, 20____ by and among the undersigned Agent for 4 P's Ranch, ("Stallion Owner"/Stallion Coordinator) and _____, Mare Owner or Lessee ("Mare Owner".) This contract sets forth all rights and responsibilities of the parties for the 2012 breeding season.

1. Breeding Privilege. Mare owner agrees to breed the mare _____, registration number _____ registered to Owner _____, Association Member ID# _____, ("Mare") to the MFTHBA Stallion, Boss' Midnight Cash, MFTHBA Registration Number 02-72516, for the 2012 breeding season.

2. Stallion Service Fees. Upon signing, Mare Owner agrees to pay a non-refundable breeding fee of \$ _____ to Stallion Owner - Harry Patterson and mailed to the following address prior to semen shipment:

Patterson Properties
ATTN: Nancy Lemmond
P.O. Box 5168
Wichita Falls, TX 76307

Mare Owner Agrees prior to semen shipment to Snail Mail the signed Contract/Agreement, A Photo Copy of Check that was mailed to Stallion Owner, Photos of Mare and copy of Mare's Registration Papers to:

Dawn Young
192 Sumac Lane
Marshfield, MO 65706

This fee may not be transferred to another mare owner or carried forward to a different breeding season unless conditions in section 4, 6, 7 or 8 in this contract are in effect. This fee will be paid prior to any shipment of frozen semen for the Mare.

Mare Owner Agrees to give a retainer/hold fee of \$1,200.00 by credit card and will be secured by Phillips Equine Clinic, P.C., Sarah Phillips, DVM. for the breeding container and only applied to Mare Owner's credit card if container is not returned in a timely manner or not returned at all. If container is not returned within 5 days the retainer/hold fee of \$1200.00 will be applied to Mare owner's Credit Card.

Mare Owner agrees to give a non-refundable fee for tank rental of \$200.00 plus shipping and handling in the amount of \$ _____ to be charged by Phillips Equine Clinic, P.C., Sarah Phillips, DVM. (Shipping fee to be determined by zip code.)

The Mare Owner agrees to rent for 5 business day the container and to avoid a late charge of \$100.00 per day by Phillips Equine Clinic, P.C., Sarah Phillips, D.V.M., the container must be back in the possession of Phillips Equine by _____. The container's value is \$1,200.00. We strongly recommend it be insured when you send it back. Please return to: Phillips Equine Clinic, P.C.

5227 E. Farm Road 2
Fair Grove, MO 65648

Frozen Semen that will be shipped will be 3 straws in container. (See attachment for thawing instructions and insemination instructions.)

3. Mare condition, Registration and Ownership. Mare Owner warrants that the mare is healthy, in sound breeding condition and is registered with The Missouri Fox Trotting Horse Breed Association and that Mare Owner is the current owner or lessee of record of Mare. A current copy of the mare's registration papers and a fully executed lease from the Mare's breed association (if applicable) must be attached to this Agreement. Mare Owner further warrants registration papers and/or lease agreements for Mare are accurate. Full color photos of each side of mare must also be attached to this Agreement.

Mare Status: Maiden Barren in 2010 Expecting/has 2010 foal (a negative uterine culture or equine cytology with sensitivity test will be required for Maiden or Barren mare if mare does not settle upon second insemination)

4. Waiver of Liability. Both parties agree to diligently try to settle Mare. If Mare does not settle, Mare Owner will hold Stallion Owner harmless from any loss or damage. Neither Stallion Owner nor Stallion Station are liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Neither is Mare Owner liable for any injury, sickness, disease or death of Stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties.

5. Live Goal Guarantee ("LFG") Stallion Owner provides a limited guarantee that a single "Live Foal" will result from the breeding privilege granted herein. The term "Live Foal" means that a foal stands alone, nurses, and lives for twenty-four (24) hours. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the 2011 breeding season only. The LFG will become void if the following conditions are not met.

(a) Mare Owner must notify Stallion Owner within 48 hours of foaling that the mare did not produce a live foal; and
(b) Within fourteen (14) days after Mare Owner's notice to Stallion Coordinator, the Mare Owner certifies to Stallion Coordinator that the birth was properly attended, and also provides proof of proper administration of Pneumabort-K® or Prodigy® vaccine in the 5th, 7th and 9th months of gestation and also produces a statement from a licensed veterinarian stating details explaining the failure of the mare to produce a live foal.

6. Death, or Sale of Stallion. If Stallion dies or becomes incapable of servicing mares for any reason, or if stallion is sold and Mare has not achieved a pregnancy in 2010, this Agreement will become null and voided and Stallion Owner and may choose to refund one half the Stallion Service Fee less any fees incurred to that date and the parties to this Agreement will be released from any further liability. If death or sale of stallion or stallion becomes incapable of collection for frozen semen, this Agreement will become null and voided by Stallion Owner/Stallion Coordinator and parties will be released from any further liability.

7. Death of Mare. If Mare dies or becomes unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute Mare to Stallion or forfeit breeding fee. Substitute Mare must be owned by or leased to Mare Owner and approved by Stallion Coordinator. No refunds shall be given.

8. Certificate and Substitutions. Stallion Coordinator will issue a breeding certificate upon notification of live birth of foal and photos of foal nursing mare within the first few hours of life. All charges must be paid in full prior to issuance. Mare Owner shall not sell, gift, donate or assign this breeding contract. Substitution of mare(s) is forbidden without the express written consent of Stallion Coordinator. Attempts to assign or substitute without prior written consent of Stallion Coordinator will terminate this Agreement and release Stallion from its obligations. A breeding certificate shall be issued only for mare appearing on this Agreement or a substitute approved in writing by Stallion Coordinator.

9. Multiple Foals. Mare will / will not undergo embryo transfer. Should more than one embryo result from a breeding, Mare Owner must pay an additional Stallion Service fee for each additional embryo within ninety (90) days of the additional breeding dates(s) in order to receive a breeding certificate for additional foals. If a mare carries and delivers multiple foals, an additional Stallion Service fee will be due within 30 days of both foals standing and nursing along with photos.

10. Miscellaneous Provision.

(a) The Mare will not be bred to the Stallion without a fully signed copy of this Agreement received and approved by Stallion Owner or Agent;

(b) Mares that fail to settle within said breeding season shall be carried over to the 2011 season only if Mare Owner has attempted to breed mare for at least three cycles or if less than three, as many cycles as were available to breed after the mare foaled and prior to the end of the season. If Mare is to be carried over, Mare Owner agrees to pay for all 2010 expenses in full by July 31, 2010. Mare Owner further agrees to pay the 2011 booking fee in effect at that time and must do so before the 2011 book closes. At Stallion Owners sole discretion, Mare may be required to be brought to Southwest Missouri Stallion Station if mare has failed to settle after three breeding cycles.

11. WARRANTY: NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS WILL BE GIVEN.

12. Entire Agreement. This Agreement constitutes the entire agreement between the parties.

13. Amendment. This Agreement cannot be amended except in writing and signed by both parties.

14. Choice of Law. This Agreement shall be construed in accordance with the laws of the State of Missouri and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Mare Owner irrevocable and unconditionally submits to the personal and subject matter jurisdiction of Missouri. All objections as to venue are waived. The prevailing party shall be entitled to all legal fees, costs and expenses should a dispute arise between the parties.

15. Proper Parties. The parties signing below represent that they are fully authorized to execute this Agreement.

16. Other terms. _____

APPROVED _____

Stallion Owner or Agent date Mare Owner/Recorded Lessee date

Fees/Discounts for this Mare: \$_____ 500.00 _____ 2012 Stallion Service Fee

(\$ _____) Less early booking Discount (\$150.00)

(\$ _____) Other Discount (i.e., multiple mare, etc.)

\$_____ Balance due prior to breeding

I will pay by check or money order.

Billing and Contact Information

Name: _____

Address _____

Daytime phone _____

Cell phone _____

Fax _____

e-mail (Required) _____

Semen Shipping Information:

Contact Name _____

Address _____

Daytime phone _____

Cell phone _____

Fax _____

e-mail (Required) _____

Phillips Equine Clinic, P.C.
 Sarah Phillips, DVM
 5227 E. Farm Road 2
 Fair Grove, MO 65648
 417-759-1785 Office or 417-350-4633 Cell

Date: _____ Mare Owner: _____

Mare Name: _____

Stallion: Boss' Midnight Cash, MFTHBA Reg. # 02-72516 - MFTHBA Semen Transport Permit #909

Number of Straws _____ Number of Straws/breeding does _____ Number of Breeding Doses _____

The semen should be thawed for exactly 45 seconds at 50°Celsius / 122°Fahrenheit.

Each straw contains 1.1×10^9 Spermatozoa. Post thaw motility should be a minimum of 60/35% (Total/Progressive.) Therefore each dose should contain a minimum of 400 x 10 Progressively Motile Spermatozoa.

The container has been rented for 5 business days by Mare Owner. To avoid a late charge of \$100.00 per day, the container must be back in the possession of Phillips Equine by _____. The container's value is \$1,200.00. We recommend it be insured when you send it back. Please return to:

Phillips Equine, P.C.
 5227 E. Farm Rd. 2
 Fair Grove, MO 65648
 USA

Suggested schedule for insemination of mares when more than one dose is available:

Day 0: Day of 35 to mm follicle detection. Administer HCG or deslorelin at approximately 4:00 p.m.

Day 1: Inseminate a single dose of frozen semen at 4:00 p.m. (24 hours post-injection.)

Day 2: Inseminate a second dose of frozen semen at 8:00 a.m. (40 hours post-injection.)

Day 3: Examine to confirm ovulation at 8:00 a.m.

