

Oasis Ranch, Inc.

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Shipped Semen Contract

Name and Number of Mare _____

Name of Stallion: _____

- 1. Breeding Privilege.** Mare Owner does hereby agree to breed the mare identified above ("Mare") to the stallion identified above ("Stallion") for the _____ breeding season. The stallion service fee is \$ _____, which includes a non-refundable booking fee of \$500.00 payable with this contract. Credit card convenience fee for all credit card transactions will be an additional 5%. The balance must be paid prior to ordering semen. Mare Owner agrees that upon signing this contract that it becomes a binding contract, subject to the terms and conditions herein.
- 2. Breeding Season.** Oasis Ranch has reserved one breeding season in _____ to the Stallion for cover of the Mare. Breeding Season begins February 1st and ends July 1st.
- 3. Charges.** Mare Owner agrees to pay the stallion service fee, booking fee, and each shipment fee prior to semen shipment. Mare Owner agrees to pay for all courier, shipping, and handling charges which may be incurred as a result of this Agreement. Mare Owner gives consent to charge credit card on file prior to each semen shipment.
- 4. Shipping Fees.** \$200.00 per shipment; Fed Ex shipping \$85.00 per shipment; Fed Ex Saturday delivery add \$25.00 Courier Fee on Airline Shipments \$250.00; Canadian shipments add \$100.00; Pick up at Ranch \$150.00. Additional Fee for same day shipments (less than 24 hours notice): \$100.00. Credit card convenience fee for all credit card transactions will be an additional 5%. Oasis Ranch, Inc. may limit the number of shipments to four (4) per season. Extra shipping insurance is available at the request and expense of mare owner. Any unpaid fees and expenses shall bear the interest rate of eighteen percent (18%) per annum until paid. The unpaid balance of each account is due and payable within ten (10) days following receipt of statement. Any past due account which shall not be paid within thirty (30) days of billing shall be subject to collection action, including placing the account in the hands of an attorney. Mare Owner assumes and agrees to pay all costs of collection, including charges, expenses, attorney fees and related costs which shall be incurred in the collection of his balance. Any "bad checks" or credit card "charge backs" will void any and all Stallion Owner obligations including, but not limited to, live foal guarantees and rebreeding privileges.
- 5. Shipping Container.** A \$300.00 refundable shipping container deposit must be paid prior to semen shipment. Mare Owner understands that the shipping container is the sole property of Oasis Ranch, Inc. Mare Owner agrees to return shipping container the next business day via Next Day Air Service at Mare Owner's expense or a \$50.00 per day rental fee will be charged. Should Mare Owner fail to promptly return the shipping container with all parts intact to Oasis Ranch, Inc. Mare Owner agrees to pay for its value in an agreed upon amount of \$400.00. Mare Owner may choose to use a disposable shipping container at a cost of \$45.00 per shipment. Disposable containers do not require a deposit and do not need to be returned, but must be paid for prior to semen shipment. Mare Owner may provide his own shipping container provided it meets the approval of Oasis Ranch, Inc. Mare Owner agrees Oasis Ranch, Inc. will not be responsible for any loss or damage to Mare Owner's shipping container while being shipped and Mare Owner will pay for insurance to cover such loss or damage. Mare Owner agrees to label shipping container and all parts unless it is shipped directly to Oasis Ranch, Inc. from manufacturer. If Mare Owner's shipping container does not arrive in good condition prior to semen shipment, Mare Owner will pay shipping charges to return shipping container to Mare Owner.
- 6. Semen Ordering. Requests for semen shipment must be made at least 24 hours in advance. Cancellations must be made by 8:00 AM PST on the day of shipment, otherwise shipping fees will have to be charged. Airline Shipments may require even more cancellation notice depending on airline schedules. Semen will be shipped to the address provided on this contract. All address changes will be the responsibility of Mare Owner. All fees must be paid prior to shipping.**
- 7. Cooled Semen Handling.** Mare Owner is responsible for breeding Mare and must comply with breed registry requirements. Mare Owner agrees that a licensed equine veterinarian or competent Mare Management facility that is qualified and experienced in the use and handling of shipped semen will inseminate the Mare. Mare Owner agrees to have mare inseminated within 24 hours after collection from the Stallion. Mare Owner agrees to use all semen for the Mare named in this Agreement and no other. Mare Owner agrees to notify Stallion Manager immediately if semen arrives in poor condition or shipping container has been tampered with.
- 8. Conditions.** Mare Owner whose signature appears below warrants that it is the owner of record, lessee, or authorized agent of the above named Mare. Mare Owner represents to Stallion Manager that Mare is healthy and in sound breeding condition. Mare Owner agrees to provide a copy of registration papers with this Agreement.
- 9. Return Breeding Right.** Oasis Ranch guarantees a live foal only if Mare is examined by a licensed equine veterinarian 30 days after the last breeding date and Oasis Ranch, Inc. is notified of her pregnancy status at that time. A live foal is one that will stand and nurse unassisted. Should the Mare abort or the foal be born dead, Oasis Ranch should be notified within 48 hours and a veterinarian's certificate shall be delivered to Oasis Ranch, Inc. within 20 days or the live foal guarantee is null and void. In the event no live foal results from the breeding, Mare Owner has the option of breeding the Mare the following breeding season ONLY, on the same terms and conditions set forth herein. Oasis Ranch may require the breeding to be performed at Oasis Ranch rather than through shipped semen. In lieu of this rebreeding privilege, Oasis Ranch, Inc. may, at their sole discretion, elect to refund the stallion service fee less the booking fee. A non-refundable rebreed fee of \$500.00 will be assessed on all return breedings. Open mares must be delivered to Oasis Ranch, Inc. prior to April 1st for rebreed privileges unless Oasis Ranch, Inc. agrees to a later date. Unless otherwise agreed to in writing, all guarantee privileges are automatically lost and forfeited if Mare is bred to any other stallion before being bred back to the Stallion, if the Mare Owner fails to deliver the Mare for rebreeding the following breeding season, or if the Mare is sold or otherwise disposed of prior to the birth of the foal, or if Mare Owner fails to pay all fees and expenses.
- 10. No Warranty.** Stallion Manager makes no warranty or guarantee that semen will be available for delivery within a certain time period. Mare Owner understands that shipped semen is available on a first-come, first-served basis with mares at Oasis Ranch, Inc. taking priority. Orders made on collection day are at a high risk of refusal. While every effort will be made to ship viable semen, Stallion Manager makes no guarantee that the semen will safely reach the insemination point without losing integrity, quality or characteristics, or that shipping company or airline will deliver in a timely manner.
- 11. Waiver of Liability.** Mare Owner agrees to diligently try to settle Mare. If, however, Mare does not settle, Mare Owner agrees to hold harmless and release Stallion Owner, Pete Bowling, Marilyn Mowry Bowling, Oasis Ranch, Inc. and their respective agents, employees, representatives, assigns, affiliated persons, and/ or others acting on their behalf from any loss or damage. Mare Owner agrees Stallion Owner, Pete Bowling, Marilyn Mowry Bowling, Oasis Ranch, Inc. its agents, employees, representatives, or assigns shall not be responsible for any disease, injury, death, or accident to the Mare (and foal, if any).
- 12. Certificates and Substitutions.** Breeder's Certificates will be issued when Oasis Ranch, Inc. has been notified Mare has foaled and all bills incurred by Mare Owner have been paid. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses. All associated fees or expenses related to foal nominations, including, but not limited to, the AQHA Incentive Fund, Breeder's Invitational, and NRBC are the responsibility of the Mare Owner. If the Mare dies, or becomes unfit for breeding, the Mare Owner may return the following breeding season ONLY with a substitute mare approved by Oasis Ranch, Inc. under same terms and conditions set forth herein. Mare owners desiring Breeder's Invitational/Nomination of \$125.00 must be paid by mare owner prior to July 1 of the same breeding year.

13. **Entire Agreement/Governing Laws/Venue.** This agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Mare Owner agrees and acknowledges that Stallion Manager has the lien rights for payment of all said expenses and services as provided by California Civil Code Sections 3062-3064. Mare Owner agrees that this contract shall be construed, governed, and interpreted by and in accordance with the internal laws of the State of California. Mare Owner further agrees that if any action or arbitration is brought to enforce or interpret the terms of this contract, the proper place of venue shall be Sacramento County, California. Mare Owner further agrees that should civil action be commenced between the parties of this contract, the prevailing party shall be entitled, in addition to any other relief that may be granted, to reasonable attorneys' fees and disbursements as determined by as court of competent jurisdiction. If any provision of this contract is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions of this contract shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

14. **Miscellaneous.** This contract is non-assignable and non-transferable. Notwithstanding any other part of this contract, Mare Owner further acknowledges that should the Stallion die or become unfit for service after the Mare is pronounced safely in foal, Stallion Owner/Stallion Manager shall not be in breach of this contract and is released from all further responsibility. Mare Owner further agrees that should stallion die or become permanently unfit for service, any monies paid toward Stallion Fee, less non-refundable booking fee and any non-refundable rebreed fees, shall be refunded to Mare Owner for any Mare that is not settled and qualifies for rebreeding privileges, thereby releasing Stallion Owner from all further responsibility.

Stallion Owner/Stallion Manager (agent) _____ Date _____

Mare Owner Signature _____ Date _____

Mare Owner: _____

Address _____

City, State, Zip Code _____

Phone _____ Fax _____

Cell Phone or additional numbers _____

Name and Address Where Semen Will Be Shipped:

Name _____ Phone _____

Address _____

City, State, Zip Code _____

Other Phone _____ Fax _____

Nearest Airport _____