



STALLION SERVICE CONTRACT FOR COOLED SHIPPED SEMEN

This certifies that Purchaser has confirmed a reservation for transported semen collected from the stallion, Smoking Sixcess for the mare, _____ Reg. No. _____ Breed _____ Age _____ for the _____ season at a breeding fee of \$ _____ **.

This contract is subject to the following:

1. The mare owner/purchaser must sign and return the white copy of this contract to the CC Equine before it is binding on both parties. A photostatic copy of both sides of the mare's registration papers, with current owner listed, must accompany this Stallion Service Contract for Cooled Shipped Semen. A copy of registration papers must be at ranch before semen will be shipped.
2. The following fees are applicable and must be paid prior to semen being shipped:
 - (a) A non-refundable booking fee of \$ 500.00 ** is due at signing and acceptance of this contract.
 - (b) The non-refundable balance of \$ 1,000.00 ** the breeding fee of is due before semen is shipped.
 - (c) Chute Fee: Mare Owner shall pay \$ 400.00 as the non-refundable chute fee to Manager on or before the Effective Date of this Agreement.

Cooled, Transported Semen Fees: If Mare Owner is to receive transported semen, the following additional fee schedule shall apply:

- Federal Express Shipment Fee: \$ 320.00 / USA
- Airline Shipment Fee:
 - USA \$ 420.00
 - Canada \$ 500.00
- Ranch Pick Up Fee: \$ 120.00

CC Equine is NOT responsible for the costs arising from shipments lost, damaged or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment once it leaves our facility. There will be no refunds given for lost, damaged or delayed shipments. The Shipping box need to be returned in the following 7 days after delivery. We will charge \$ 50.00 if not returned in time.

3. Semen is collected on a designated schedule and no semen will be shipped on Sunday; or sent for Sunday delivery. Stallion manager must be notified prior to 07:00 a.m. (Central Time) on the date semen is to be shipped. All requests for semen shipments shall be filled as received, subject to availability of semen on above named stallion, and at the discretion of stallion manager and/or veterinarian. If there is insufficient semen to fill all orders on a given day, the stallion manager and/or veterinarian will determine which orders will be honored. This decision will be based on information provided by the mare owner/purchaser's veterinarian.
4. The mare owner/purchaser represents that the mare will be in a healthy and sound breeding condition at the time of artificial insemination. Owner/purchaser shall diligently attempt to settle the mare if, however, the mare does not settle, the CC Equine stallion owner, stallion manager and ranch veterinarian will be held harmless. Owner/purchaser shall not be entitled to a refund of fees. If the mare does not conceive after several shipments of semen, the owner shall have the option to bring the mare to the CC Equine to be bred during the remainder of the breeding season, the option of waiting to have semen shipped again the following year, or the option of having the mare bred at the ranch the following year. All rights of return to the stallion are subject to prepayment of costs as listed in Section 2, Item C. A veterinarian's certificate stating unequivocally that the mare is not pregnant or has lost her foal is required before the mare will be bred the following year. In the event the mare should be sent to the Draftolusion for breeding all customary charges incurred while at the breeding farm will be the sole responsibility of the mare owner/purchaser as stated in the Stallion Service Contract for the CC Equine. If the mare does not produce a live foal the year immediately following the initial year the breeding fee was paid the mare owner/purchaser shall have no further rights under this contract.



5. Stallion owner guarantees a live foal (with return the following season only) from the semen contracted on the stallion named in this contract. A live foal is described as a newborn foal which stands and nurses without assistance.

CC Equine stallion managers, stallion owner and/or agents will not be liable for any infectious, transmittable, or inheritable diseases or conditions to the foal resulting from this breeding.

6. If the mare is checked in foal and later aborts or fails to produce a live foal, the live foal guarantee will be void unless the mare owner/purchaser notifies the Stallion manager by telephone or fax within 48 hours after foaling or aborting, and within 15 days thereafter furnishes the stallion manager a certificate by a licensed veterinarian substantiating the abortion or death of the foal and specifying the full particulars as to cause.

7. If the mare is checked in foal but dies before foaling, the live foal guarantee will be void unless the mare owner/purchaser notifies the stallion manager by telephone or fax within 48 hours after the mare's death, and within 15 days thereafter furnishes a certificate by a licensed veterinarian substantiating the death and specifying the full particulars as to cause.

8. It is agreed that should the above-named stallion die or become unfit for service, or if mare dies or becomes unfit to breed, then this contract shall become null and void.

9. This contract is not transferable or assignable. There shall be no right of return to the stallion if the mare named in this contract is sold or otherwise changes ownership after being serviced by the stallion except at the discretion of the stallion owner or stallion manager.

10. A breeder's certificate will be issued to mare owner/purchaser after all expenses have been paid in full and upon notification of the birth of the foal.

11. The CC Equine its employees/agents, and/or stallion owners are not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished to mare owner/purchaser except that the semen shipped is from the stallion named in this contract.

12. This contract shall be construed and governed by the laws of the County of Denton, State of Texas, and shall be binding upon the parties hereto and their personal representatives.

HEREBY AGREE TO THESE TERMS AND CONDITIONS AS SET FORTH IN THIS CONTRACT.

_____ (Dated)
CC Equine

_____ (By)
Stallion Owner or Manager

Mare Owner / Purchaser

Address

ZIP Code

City / State

Phone (day/night)

PROVIDE THE FOLLOWING INFORMATION

Street Address to be shipped to

Name _____
Address _____
City/State/Zip _____
Phone (day/night) _____

Veterinarian

Name Equanimity Equine Internal Medicine
Address 1020 US HWY 377 n Ste b 2122
City/State/Zip Whitesboro TX 76273
Phone (day/night) +1 (240) 308-9477