



Cross 5 Ranch

665 Plainview Lane
McAlester, OK 74501
Cell:623-7645788
Home of Swager
cross5ranch.com
swager.info

2024 Stallion Service Contract

Preferred method of filling out this contract is via Adobe Fill & Sign

This Breeding Contract is made on this _____ day of _____, 2024, by and between Natalie Nelson-Lang, 665 Plainview Lane, McAlester, OK 74501 (refereed herein as "Breeder") and _____, whose address appears below (referred to herein as "Mare Owner"). Breeder is the agent for the Stallion, SWAGER, AQHA #5333926, (referred to herein as "Stallion"), and Mare Owner wishes to obtain one breeding to Stallion for the mare: _____, Registration # _____, (referred to herein as "Mare"). In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

BREEDING SEASON: The Breeding Season shall be for the year of this breeding contract as follows:

SHIPPED SEMEN January 15th through August 1st **LIVE COVER OR PASTURE** April 1st through September 1st

STUD FEE: The Breeding Fee for the Stallion, SWAGER is **\$800.00**. Upon the signing of this contract, the entire breeding fee can be paid in full or a **MINIMUM** of **\$300.00** non-refundable booking fee is due at time of signing. Payable to Natalie Nelson-Lang. If Mare Owner decides to pay the booking fee only at the signing of the contract, the balance must be paid in full before shipment or mare arrives to breeding facility if live covered. Stud and booking fees shall be paid using Zelle, Venmo, or bank transfer only.

ADDITIONAL COSTS FOR COOLED SHIPPED SEMEN: The mare owner shall be charged to cover third party collection, packaging and overnight shipping of semen. This fee shall be paid via credit card listed on this contract giving authority to be charged directly for the collection of, testing off and shipping of semen. Whether request is made for the initial shipment or extra shipments in the same cycle or a new cycle, All fees for collection, testing and shipping of semen are non-refundable.

Once the shipment of Cooled Semen leaves collection site, there are NO GUARANTEES to Mare Owners for lost or delayed shipments arriving at the destination of request within the scheduled time, under any circumstances. Please be aware of storms forming around FedEx Overnight Hub in Memphis, TN and UPS Overnight Hub in Louisville, KY that may delay shipment.

COLLECTION OF SEMEN: Collection/Shipping days for Cooled Semen are Monday, Wednesday, and Friday but can be changed due to availability to third party collection agent. Semen may be requested at any time; however, a contract for Cooled Semen does not guarantee that Semen will be available on the day you submit your request. All requests for Shipped Semen will be filled as received, subject to availability.

All requests for Semen must be made by 12 noon (Central Time) to Natalie Nelson-Lang no later than the 24 hours before, preferably 48 hours prior collection of stallion. Subject to having a finalized breeding agreement in place and all required fees having been paid in full. To order semen call 623-764-5788 between the hours of 7AM and 7PM CST.

SHIPMENT OF SEMEN: Breeder reserves the right to approve ALL locations where Semen will be shipped and will ONLY ship to those locations where Cooled Semen will be handled properly. Semen will be shipped Federal Express, priority overnight delivery. Certain types of Federal Express service are not available in some areas; it is the Mare Owner's responsibility to contact Federal Express to learn of any delivery limitations in his/her area and to notify the Breeder of how the shipment can reach him/her the next day. Any additional charges/fees for alternative shipping will be billed to the Mare Owner. If the Mare Owner wishes to be advised of shipment tracking information, the Mare Owner shall notify Natalie Nelson-Lang at 623-764-5788 in advance of the shipment, of the phone numbers where the Mare Owner can be reached.

No warranty, express or implied, shall accompany the Cooled Semen transferred under terms of this Agreement. Even though the Breeder will make every attempt to get Cooled Semen to you Mare timely and in good condition, Mare Owner acknowledges that Breeder cannot guarantee delivery within a certain time period, nor that the Cooled Semen will safely reach the insemination destination with out losing some of its' integrity, quality or characteristics.

COOLED SEMEN HANDLING: Mare must be inseminated within 48 hours after collection of the Semen by a licensed veterinarian or technician. Please note that calculation of the 48 hours begins with the time of collection, NOT the time of receipt/delivery of the

Semen at the insemination destination. The semen shipped may be used for the Mare designated in this Contract ONLY and may not be used to inseminate any other mare(s).

MARE CONDITION & MARE OWNER RESPONSIBLE FOR CONCEPTION: Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract. The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian or technician competent in the use and handling of cooled semen should perform the insemination. If Mare fails to conceive from first shipment, Mare Owner is required to have Mare cultured by veterinarian and infused, if necessary. Results from culture and sensitivity test must be sent to the Breeder. The Breeder, in its sole discretion, may refuse to ship semen beyond three (3) shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.

REGISTRATION PAPERS: Mare Owner shall provide Breeder a copy of Mare's registration papers (if applicable) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.

SUBSTITUTION / TRANSFERS: If the Mare dies or becomes unfit for breeding during the Breeding Season, Mare Owner may substitute another mare subject to the terms and conditions of this Breeding Contract. In the event Stallion dies or otherwise becomes unfit for service during Breeding Season, Mare Owner shall be refunded of the Stud Fee less the Booking Fee plus any outstanding fees and expenses for Mare. This Breeding Contract cannot be sold, assigned or transferred other than what is stated in Additional Provisions clause.

MARE CARE FEES: Should the Mare Owner elect to bring the mare to the breeding facility for live cover, mare care shall be **\$15.00** per day for feed and board in addition to the stud fee. All veterinary costs are the responsibility of the Mare Owner and shall be charged to the credit card on file. Grain ration can be feed per instructions of Mare Owner if provided.

RETURN OF SHIPPING CONTAINER: Mare owner is responsible for the cost of returning any shipping container by 2 day express to place of origin whether it be back to the breeder or agent (i.e. stallion station or veterinarian), either FedEx or UPS, and shall be insured for the amount of **\$300.00** for an Equitainer or **\$50.00** for a shipping box; within 72 hours of receipt. In the event the shipping container is not returned complete with all pieces within 72 hours, the Mare Owner will be assessed to the credit card listed a non-refundable charge of **\$25.00** per day until the container is returned. Missing or lost Equitainer, shipping box and/or pieces the mare owner shall be charged for replacement. The maximum charge will not exceed **\$300.00**.

LIVE FOAL GUARANTEE: Mare owner must furnish a veterinary certificate confirming that Mare is or is not in foal as a result of the Cooled Semen insemination within 18 days post breeding or Live Cover, 18 days after leaving breeding facility. Failure to notify Breeder within 18 days will void the Live Foal Guarantee. A Live Foal shall be defined as a foal that shall stand and nurse without assistance and survive the first 24 hours. If the Mare aborts the foal, the foal is stillborn, the foal does not survive longer than 24 hours, or if the Mare does not settle, a return season will be guaranteed for the following year, only if provided proper notification is given to Breeder. Proper notification shall be defined as written certification by a licensed veterinarian within seven (7) days from the date Mare is proved not to be in foal or loses her foal as set forth above. Mare Owner must also certify that such abortion or death did not result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Foal Guarantee. The Live Foal Guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal. Booster rhino pneumonitis vaccination must be administered as indicated by the Mare Owner's veterinarian as the Mare progresses through her pregnancy. Failure to do this will void the Live Foal Guarantee. Mare Owner understands and agrees that neither Breeder nor Breeding Facility shall be held liable for the loss, abortion or death of said foal.

ROAN COLOR GUARANTEE: The resulting foal from the breeding of the above-named mare is guaranteed to be black based with the roan pattern. If the resulting foal is not black based with the roan pattern, the Mare Owner is guaranteed a slot to breed a mare of his/her choice the following breeding year only. A copy of color test results testing for the resulting foal for roan, black and gray genes from a genetic equine testing lab of choice is required.

BREEDER'S CERTIFICATE: If applicable a Breeder's Certificate produced by the appropriate association eligible for will be issued to the Mare Owner as shown on the Mare Registration Papers. **After all fees and expenses have been paid in full** and upon notification to Natalie Nelson-Lang of the birth of the foal.

WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS: MARE OWNER HEREBY SPECIFICALLY AGREES THAT BREEDER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, PROPERTY OWNERS, GUESTS SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL. MARE OWNER

UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

LIQUIDATED DAMAGES: As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of **\$1,000.00**.

VENUE AND JURISDICTION: All disputes related to this Breeding Contract shall be governed by the laws of the State of Oklahoma. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in **Pittsburg County, Oklahoma**.

ADDITIONAL PROVISIONS: This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. Breeding Contract cannot be assigned or transferred without prior consent of the Breeder, in writing, sent Certified Letter, Return Receipt Requested. Payments made by credit card or PayPal will be assessed a 4% bank fee. This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral. Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties. The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

Upon signing this Contract, it will then be binding on both parties, subject to the above terms and conditions. Mare Owner signature on this contract certifies that he/she has read and fully understand all of the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument on behalf of Mare Owner, Mare Owner's heirs, successors and assigns as described in Additional Provisions. This agreement constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned. This contract is hereby executed as of the date signed by the Breeder which date shall govern the effective dates of said contract.

STALLION AGENT:

MARE OWNER / LESSEE:

Signature

Date

Signature

Date

Printed Name

Printed Name

MARE & OWNER INFO
RETURN THIS CONTRACT WITH COPY OF REGISTRATION PAPERS

MARE REGISTERED NAME: _____ **ASSOC:** _____ **REGISTRATION #** _____

CURRENT STATUS OF MARE: Maiden __ Open __ In Foal __ Last foaling date (if applicable) _____

Mare Owner

Contact Number / cell Y N (circle one)

Address

Contact Email

City

State

Zip

Work Phone

SHIPPING INFORMATION

SHIPPING TO: Veterinarian: _____ Owner: _____ Breeding Facility: _____

Name: _____

Office Number # _____ Cell # _____

Shipping Address: _____

City: _____ State: _____ Zip: _____

Nearest Major Airport (preference American Airlines): _____

CREDIT CARD AUTHORIZATION FORM

A VALID CARD MUST BE RECORDED BELOW AT TIME OF SIGNING

BILLING EMAIL: _____

Credit Card Type: _____ **Credit Card Number:** _____

Expiration Date (MO/YR): _____ **Security Code:** _____

Name on Credit Card: _____

Billing Address: _____

City, State, Zip: _____

I authorize the use of this card may be charged to the credit card listed above to be paid for above services; in this contract charged by the stallion owner or their agents. Such as but not limited to third party collection charges and shipping; shipping container penalties for failure of timely return and/or missing shipping containers or pieces thereof; additional mare care days; veterinary costs for listed mare and/or foal; mare rebreed fee if applicable.

initials date

Card Holder's Signature: _____ Date: _____