

Cooled Semen Collection and Shipping Contract

****Please read through the information provided. If you would like to book a breeding with us, please fill out, sign and return the contract to us, along with a clean copy of the Mare's registration papers (front & back) showing the current owner and the Mare's information sheet. These are due with this signed contract, and the booking fee. Contracts that are not filled out completely are invalid.****

This Cooled Semen Collection and Shipping Contract ("Contract") is effective this _____ day of _____, 20____ by and between:

Provider: **3 Hanging 9 Ranch, LLC**
843 N. Miller St.
Lewistown, Mt 59457
~herein "3H9"~

~AND~

Owner: _____

~herein "Owner" ~

RECITALS:

WHEREAS, 3H9 is committed to the highest level of service possible to our customers;

WHEREAS, successful breeding of your mare with fresh cooled shipped semen involves careful planning, coordination and communication between 3H9 and Owner with 3H9.

WHEREAS, Owner wishes to utilize a stallion owned by 3H9 for breeding purposes.

WHEREAS, Owner and 3H9 wish to enter into the following Contract.

NOW THEREFORE, in consideration of the mutual promise and covenants contained herein, and for valuable consideration, the parties hereto agree as follows:

STALLION & MARE: This Contract confirms the reservation of stallion "MR Smart Peppy Lena" registration# 4874427 with AQHA (hereinafter "Stallion") for the 2025 breeding season. Owner agrees Stallion shall breed the mare _____ with registration# _____ (hereinafter "Mare"). Mare is registered within the following registry: _____. Breeding will be done by using fresh cooled semen supplied by 3H9.

1. **FEES AND EXPENSES:** The following provisions related to expenses shall apply:
 - a. A non-refundable Booking Fee of \$250.00 (which will be credited to the Stud Fee) and a clean copy of the Mare's Registration Papers (front & back) showing Owner's current ownership in the Mare, and the Mare's information sheet, are due with this contract.
 - b. The Stud Fee is \$800.00. Any negotiated multiple-mare discounts (same season) will be subtracted on second and following mares' contract fees. The balance of the Stud Fee is due prior to shipment of the semen and is non-refundable once collection has occurred.
 - c. A Collection/Lab fee of \$250.00 is due prior to collection and shipment of semen. This fee covers the processing and handling of the cooled semen **exclusively**.
 - d. There is a \$75.00 deposit on the shipping container which will be refunded when the container is returned. Return shipping charges are the responsibility of the Mare Owner.
 - e. All semen transportation costs will be the responsibility of the Mare Owner. Shipping charges are due prior to shipment.
 - f. All expenses will be charged to the Mare Owner's credit card at the time of service and are non-refundable once the service has occurred. We accept Master Card & Visa. Mare Owner is required to provide a credit card which will be valid throughout the duration of the breeding season.
 - g. All payments are due in advance of any services provided by 3H9. NO cooled semen will be shipped to delinquent accounts. Unpaid bills over 30 days will be charged 2% per month on the unpaid balance.
2. **BREEDING OF THE MARE WITH FRESH COOLED SEMEN:** The Mare Owner is responsible for all facets of breeding the mare and agrees to comply with all related breed association requirements concerning the use and handling of cooled semen. Mare Owner shall agree that the mare offered for breeding shall be in sound breeding condition and free from infection or disease. A negative uterine culture is recommended, but not required for the initial shipment. If the Mare does not settle with the first shipment, a negative uterine culture will be required prior to a second collection. The Mare Owner agrees to use his/her best efforts to perform the insemination procedure within 24 hours, but not more than 36 hours after collection of semen from the Stallion. The Mare Owner agrees to use all semen provided by the Agreement for the mare named in the Agreement and no other. Semen must be handled and administered by a licensed veterinarian who is experienced in the practice of equine artificial insemination or and individual who is qualified and experienced in the use and handling of fresh cooled semen for equine insemination. All insemination must be recorded on the Veterinary Verification Form and signed in each instance by the person performing the inseminations.

3. **COLLECTION DAYS:** Collection days are Mondays, Wednesdays and Fridays, January 1st through June 30th, excluding major U.S. holidays. Orders for shipments are filled on a first come, first serve basis. **Orders must be placed by 10am Mountain Time one day prior to the necessary day of collection. Orders can be confirmed and/or cancelled by 6pm MST the night before the day of collection.** Failure to cancel by the designated time will result in all applicable charges being applied to Mare Owner's credit card. **Shipment orders must be called in (406-350-3285 or 406-350-3286) in person, no voicemails. Cancellations must be called in (406-350-3285 or 406-350-3286) in person, no voicemails.** Extensions to the season dates are not guaranteed, but will be considered on a case by case basis. 3H9 reserves the right to refuse collection services and/or charge additional late fees to requests that do not follow our required notice policy.
4. **CONTAINERS:** We use Equine Express II shipping containers for shipping the cooled semen. A \$75.00 deposit will be charged to the Mare's Owners credit card prior to shipping. The deposit will be credited back when the container is returned to 3H9 (843 N. Miller St., Lewistown MT 59457) If any components are lost or damaged, the cost of replacement will be deducted from the container deposit. Any containers that are not returned within ten (10) days will be charged a \$25.00 per day late charge. Return shipping charges are the responsibility of the Mare's Owner.
5. **SHIPPING:** Semen will be shipped at the Mare Owner's expense. Due to our location, 3H9 cannot provide counter to counter shipping. 3H9 shall ship fresh cooled semen from the Stallion in viable condition when it leaves 3H9 to the Owner at the shipping destination supplied by the Owner. 3H9 holds no responsibility once the shipment has been delivered to the shipper. This includes, but is not limited to, delayed arrival, shipping errors, misrouting or mistreatment of shipment by shipping company, which might result in damage to the fresh cooled semen. Should the cooled semen not arrive on the correct date, and the delay is not attributable to the mailing system, or if a licensed veterinarian determines upon examining the semen, using proper procedures, that the semen is not viable for breeding purposes, the Mare Owner will be entitled to one (1) additional shipment with the Stud Fee waived. Mare Owner will pay all other associated expenses including collection fees and shipping. Mare Owner's veterinarian will contact 3H9 immediately upon receipt of the shipment to report this situation and provide necessary details as requested. Reports from anyone not a licensed and qualified veterinarian may not be accepted. 3H9 assumes responsibility only to deliver fresh cooled semen from the above named stallion to the shipper in viable condition at the time of dispatch.
6. **EMBRYO TRANSFER:** is this breeding an embryo transfer? YES NO (Circle one) If yes. Name of embryo transfer facility _____. If Yes and two (2) embryos are obtained from a single flush. Another breeding fee must be paid in order to receive another Breeder's Certificate. This contract is for one (1) Breeder's Certificate only.
7. **SETTLING THE MARE:** Mare Owner shall attempt with reasonable diligence to settle the Mare. If however, for any reason the mare does not settle, Mare Owner will indemnify and hold 3H9 harmless. If the Mare does not settle in the year bred, 3H9 will honor the paid Stud Fee on the Mare. If the Mare proves not to be in foal as a result of the breeding contemplated in this contract, or the foal does not stand and nurse, 3H9 has the option to rebreed the Mare the

following year or refund the breeding fee paid pursuant to this contract. Thereby relieving 3H9 of its obligation to rebreed the mare. Additionally, if the Mare is to be rebred, but fails to be delivered the following year, for any reason, then no portions of the Breeding Fee or shipping fees, shall be refunded.

8. **LIVE FOAL GUARANTEE:** "Live foal" is defined as " a foal able to stand and nurse unassisted for at least twenty-four (24) hours after birth". Should any foal which is born to the Mare, pursuant to this contract, not stand and nurse, the Mare's Owner shall be entitled to a free breeding for the same Mare (unless mutually agreed for a different mare). 3H9 sole liability and obligation for any foal that is born, but does not stand and nurse, shall be the granting of a free breeding set forth in this contract. The Mare's Owner agrees to pay semen collection and shipping fees under the same terms as previously set forth in this contract for the re-breed. Mare Owner shall notify 3H9 in writing within one week of foaling date or date the Mare is proved not to be in foal or loses her foal. Each notice shall be accompanied by a written statement from a licensed veterinarian verifying that foal is not "live" as defined above or has been lost as stated above, with medical records.
9. **BREEDERS CERTIFICATE:** To obtain a "BREEDER'S CERTIFICATE" you must notify 3H9 of the foal's birth. Only one "BREEDERS CERTIFICATE" will be issued per completed Shipped Cooled Semen contract. For any additional births, there will be a new Shipped Cooled Semen contract completed, of which the breeding fee and shipping expenses shall be payable. 3H9 will issue certificates when foal stands and nurses, and all outstanding fees and bills are paid in full. The Owner recorded on the Registration Papers will be recorded on the Stallion Breeding Report.
10. **TERMINATION:** If the Stallion dies, is sold or becomes unfit for breeding in the opinion of 3H9, or if the Mare should die or become unfit to breed, this Agreement will immediately terminate, The Mare Owner will be responsible for all expenses already incurred. This contract shall then become null and void. 3H9 and the Mare Owner will be released from any further obligation under this Agreement.
11. **ENTIRE AGREEMENT/GOVERNING LAW:** This Agreement contains the entire Agreement between the parties and may be amended only in writing signed by each of the parties. No other agreements, promises, verbal or implied, are included unless specifically stated in this written Contract. Montana law governs the Agreement, all terms and provisions of which are performed in Fergus County, Montana. The parties agree that any legal action brought under the Agreement or pertaining to the subject matter of this Agreement can only be brought in Fergus County, Montana.
12. **ASSIGNMENT:** This contract is NOT TRANSFERABLE OR ASSIGNABLE without prior written consent of 3H9.
13. **ATTORNEY FEES:** In the event either party brings suit to compel performance of or to recover for breach of any of the covenants, agreements, or conditions herein, the prevailing party shall be entitled to recover from the other party costs and attorney fees.
14. **REMEDIES:** Mare Owner agrees and accepts that the remedies contained are cumulative and Mare Owner expressly agrees to indemnify and hold harmless 3H9 of and from any and all claims, demands, losses, causes of action, damage, lawsuits, judgements, including attorneys' fees and costs, arising out of or in any way related to this contract. 3H9 or anyone else

representing either party, including the attending veterinarian make no representation in connection with foal's genetic outcome.

MARE OWNER:

By: _____
Mare Owner

Date: _____

3 HANGING 9 RANCH, LLC:

By: _____
3 Hanging 9 Member

Date: _____