



18820 Tumalo Reservoir Rd.  
Bend, OR 97703  
971.241.2927  
[camie99@hotmail.com](mailto:camie99@hotmail.com)

## SHIPPED SEMEN CONTRACT

### SC The Prosecutor

This agreement is made by and between Shining C Ranch (also referred to as "Stallion Owner")

And \_\_\_\_\_ (hereinafter "Mare Owner")

For a breeding to the stallion: **SC The Prosecutor AQHA #5653906** for the 2024 Breeding Season.

#### SCHEDULE OF FEES Cooled Shipped Semen

2024 Stud Fee: \$1250 includes 1<sup>st</sup> two collections/farm fee

*If purchased through stallion incentive auction, 1<sup>st</sup> two collections are not included. Collection/farm fee due with signed contract as "booking fee" and due again prior to additional collections if necessary.*

Booking fee: \$250 due with signed contract (included in stud fee)

Shipping fee: \$100

Collection/farm fee \$250

Additional collection fee \$250 applies for 3<sup>rd</sup> collection or 2025 collections, if necessary

**All fees must be paid in full before mare is added to 2024 Stallion report.** Any fees paid late and resulting in late fees to have mare added to Stallion report will be the responsibility of mare owner.

Will accept checks, Venmo, PayPal or wire transfer

*If shipping box is not returned to Shining C Ranch a \$25 fee will be billed to mare owner. \_\_\_\_\_ (Initial)*

**MARE INFORMATION**

Registered Name: \_\_\_\_\_ Registration # \_\_\_\_\_

Breed: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ Color: \_\_\_\_\_

Sire's Name: \_\_\_\_\_ Dam's Name: \_\_\_\_\_

**MARE OWNER INFORMATION**

Mare Owner's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Attending Vet: \_\_\_\_\_

Shipping Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email: \_\_\_\_\_

The parties have read the contract and agree to the terms therein:

\_\_\_\_\_  
Mare Owner's Signature Date

\_\_\_\_\_  
Stallion Owner's Signature Date

Return contract to:

**Shining C Ranch**  
**18820 Tumalo Reservoir Rd**  
**Bend, OR 97703**  
[camie99@hotmail.com](mailto:camie99@hotmail.com)  
**971-241-2927**

### **Addendum A**

1. Shipping terms and conditions. Breeding by fresh cooled semen will be shipped according to the terms and conditions for cooled semen set forth in Addendum A and fully incorporated herein. Breeding provided by frozen semen will be shipped according to the terms and conditions for frozen semen set forth in Addendum B and fully incorporated herein, all other terms and conditions in Addendum A will still apply to frozen semen.
2. This is a live foal contract. A live foal is described as a newborn foal that stands and nurses without assistance for 72 hrs. If the foal will not stand and suck, and death occurs, the mare owner will be entitled to a return breeding the following year. An alternate mare may be substituted upon approval of the stallion owner. This guarantee does not include death from injury to the foal. The mare owner must pay any board, collection, shipping and/or veterinary charges if the mare returns for a re-breed. This guarantee will apply only if the stallion owner is notified within 7 days from the time of death of the foal. Mare owner agrees that stallion owner and/or manager do not make any guarantees as to the quality or conformation of the foal, nor that will the foal be free of any infirmity, conformation defect, disease, or inherited trait.
3. This contract is non-assignable and non-transferable.
4. In the event the stallion becomes unfit for service, dies, or is sold prior to impregnating the mare, frozen semen (if available) will be used to fulfill breeding commitments. There is no return of breeding fees or associated cost.
5. Stallion owner shall not issue breeders certificate to mare owner until after mare owner notifies stallion owner that mare has produced a live foal. Stallion owner shall not issue breeders certificate to mare owner until all outstanding debts, including vet fees associated with this breeding are paid.
6. If mare owner chooses to use the embryo transfer process, mare owner will pay a stud fee for each embryo produced. Breeding certificates will not be issued until stud fees are paid in full.
7. Due to an active competition schedule, cooled shipped semen will be available approx. April 1<sup>st</sup> until June 30<sup>th</sup> please call to check for availability before April or after June often accommodations can be made. Frozen semen will be available after that. Semen request will be filled in the order in which they are received. Every effort will be made to fill all orders. Shining C Ranch will not be held liable if the mare is missed due to a shortage of semen.

8. Mare owner agrees that semen may be used for the designated mare only. It is recommended that a thorough veterinary reproductive exam and normal uterine cytology and/ or uterine culture should be taken before commencing breeding. Mare must be inseminated by a licensed vet or authorized technician the same day of delivery of semen and that proper methods of handling semen and preparing the mare must be used.

9. If at any time the mare owner wishes to substitute for another mare to fulfill the remainder of the contract or should the mare die or is found not to be in sound breeding condition, the mare owner may do so upon written approval from the stallion owner.

10. If the mare fails to settle for any reason, mare owner will hold stallion owner blameless. Mare owner agrees to give stallion owner ample time to settle the mare. A normal healthy mare should settle within 3 cycles.

11. Mare owner agrees to contact stallion owner by phone three (3) separate times for each cycle: A. When you or your vet detects the first day of heat for your mare. B. After your vet checks the mare to let us know when he/she first approximates the date of ovulation and when he/she wants semen collected. C. The day before semen is to be collected. *While we will give every effort to fill every order including 'same day request,' we cannot guarantee we will have enough semen available.*

12. **Shining C Ranch shall not be responsible for the COSTS arising from shipments lost, damaged, or delayed in transit or condition of cooled or frozen shipped semen upon delivery. We have no control of the shipment after it leaves our custody. \_\_\_\_\_ Initial here.**

13. The mare owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, mare owner agrees to have the mare checked for pregnancy by licensed veterinarian within 30 days of insemination. Mare owner agrees to provide Shining C Ranch with the results of the pregnancy exam no later than 30 days after insemination and last breeding date.

14. **It is the mare owner's responsibility to return a copy of the INSEMINATION RECORD, signed by administering Veterinarian or Breeding Facility Manager to Shining C Ranch. Mare owner is also responsible for blood typing or DNA testing their mare as per AQHA rule #209 or APHA rule RG-165.**

15. Mare will not be put on a stallion breeding report unless all fees have been paid in full and last breeding date has been provided. It is the mare owner's responsibility to let us know by October 1<sup>st</sup>, 2024 of mare pregnancy status. If mare owner fails to advise, a \$50 late filing fee will be charged to mare owner to add said mare to breeding report.

#### **INDEMNITY CLAUSE**

The parties agree the mare owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agrees to hold stallion owner or any person associated or employed by ranch or stallion station harmless for all damages associated therewith. Mare owner specifically understands that stallion owner makes no warranties or guarantees, expressed or implied, as to the fertilizing capacity of any semen provided by stallion owner.

This document constitutes the entire agreement between parties. Any amendments to or modifications of the terms of the agreement must be in writing when the mare owner and stallion owner have signed

the contract. It will then be binding on both parties, subject to the above terms and conditions. Should it be necessary for stallion owner to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, mare owner shall pay all reasonable attorney fees, cost of suits, and expenses related to enforcing this agreement.

#### **Addendum B- Terms and Conditions for Shipped Frozen Semen**

1. Please remember that a signed breeding contract, all deposits and fees for collection and shipment, and all breeding fees and expenses must be submitted and paid to Shining C Ranch prior to making a request for any shipment.
2. All shipping charges will be the Mare Owner's responsibility. The charge for a standard second day delivery is \$350. Priority next day delivery is available at additional cost.
3. The breeding fee includes up to **3 doses** of frozen semen, with each additional dose to be purchased at \$500 each. Each dose of frozen semen is defined as a single insemination unit which includes a minimum of 750 million total sperm, which upon proper thawing, show at least a 30% post thaw motility.
4. A \$1400 Dry Shipper deposit (refundable) is due prior to the first shipment of frozen semen. Dry Shippers are the preferred shipping container. The Dry Shipper must be returned Shining C Ranch at Mare Owners Expense within three (3) days of its arrival, Failure to comply with this term will result in the accrual of \$25 per day late fee and the potential forfeiture of the Dry Shipper deposit and an additional deposit will then be required for any subsequent shipments. Any loss or damage to the Dry Shipper or any of its parts or pieces will be the responsibility of the Mare Owner and any compensation for loss or damage may be taken from the deposit. The deposit may also be held until any balance due for shipping expenses and late fees have been paid. Mare owner is responsible if the Dry Shipper is lost or damaged during return shipping.
5. Mare Owner must arrange for a liquid nitrogen storage tank and transfer the frozen semen from the Dry Shipper to the liquid nitrogen storage tank immediately upon arrival. The Mare Owner should inspect the Dry Shipper and ensure that the zip tie is intact on the latch and that the inside of the Dry Shipper is frosted when opened to transfer the semen. If the Dry Shipper is not sealed and cold upon arrival, a claim with Fed Ex should be filed immediately. Thawing instructions will be included with the shipment. The frozen semen can be damaged if the straws are out of the tank for more than 8 seconds. Shining C Ranch is not responsible for frozen semen that has been mishandled.
6. Ordering and confirming the availability of shipped semen is the Mare Owner's responsibility. Mare Owner hereby understands and agrees that to allow sufficient time for tank preparation and straw transfer that at least 48 hours advance notice must be provided to Shining C Ranch for semen shipment. If less than 48 hours' notice is given, Shining C Ranch cannot guarantee semen shipment availability, but will do its best to provide service. Any late notices that can result in a shipment may be subject to an additional \$50 charge, which must be paid prior to shipping.

**SCHEDULE OF FEES Frozen Shipped Semen:**

2023 Stud Fee: \$1250

Dry Shipper Deposit (refundable): \$1400

Dry Shipper Charging: \$100

Shipping Fees: TBD with destination, including return label

**INDEMNITY CLAUSE**

The parties agree the mare owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agrees to hold stallion owner or any person associated or employed by ranch or stallion station harmless for all damages associated therewith. Mare owner specifically understands that stallion owner makes no warranties or guarantees, expressed or implied, as to the fertilizing capacity of any semen provided by stallion owner.

This document constitutes the entire agreement between parties. Any amendments to or modifications of the terms of the agreement must be in writing when the mare owner and stallion owner have signed the contract. It will then be binding on both parties, subject to the above terms and conditions. Should it be necessary for stallion owner to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, mare owner shall pay all reasonable attorney fees, cost of suits, and expenses related to enforcing this agreement.

I have received and agree to these Terms and Conditions for shipping frozen semen:

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Mare Owner signed

Printed