



18820 Tumalo Reservoir Rd.
Bend, OR 97703
971.241.2927
camie99@hotmail.com

Shipped Cooled 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 2021 Breeding Season.

SCHEDULE OF FEES

2021 Stud Fee: \$1250

*Booking Fee: \$250 nonrefundable, due with signed contract, applied to stud fee

Collection Fee: \$250

Shipping TBD at time of shipping and charged to mare owner, will apply for each shipment.

The following fees must be paid before stallion will be collected.

Stud Fee remainder after deposit: \$1000

Collection Fee: \$250

Applies to each collection requested

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.

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
971-241-2927

1. 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.
2. This contract is non-assignable and non-transferable.
3. 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.
4. 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.
5. If mare owner chooses to use the embryo transfer process, mare owner will pay a stud fee for each embryo produced. Stallion certificates will not be issued until stud fees are paid in full.
6. Due to an active competition schedule, cooled shipped semen will be available approx. the last week in April until the 1st week of June. 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.
7. Mare owner agrees that semen may be used for the designated mare only. 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.
8. 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.

9. 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.

10. 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.*

11) Shining C Ranch shall not be 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 after it leaves our custody. _____ Initial here.

12) 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.

13) 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.

14) 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 1st, 2021 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 any and 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.