

**REES RANCH 2012 BREEDING CONTRACT FOR 'Kidslookintouchable' – FEES AND INFORMATION SHEET**

**Fees for This Contract:**

      \$750.00       Stallion Fee – **Due by October 1, 2012**

+   \$ 250.00   2012 Booking Fee (**Due with Contract OR before 1<sup>st</sup> Shipment**)

+   \$ 250.00   Chute Fee (SSA Breeding or Re-Breeds Only)

= \_\_\_\_\_ Subtotal

\_\_\_\_\_ 3% Convenience Fee for VISA/MC/AMEX

**=   \$1000.00   - Total Breeding Fee**

**Foaling Fee:**

**\$300** – Not including any additional veterinary expenses

**Mare Care Charges:**

Pasture Dry Mare Care:   \$10.00   /Day

Pasture Wet Mare Care:   \$12.00   /Day

Stall Dry Mare Care:   \$14.00   /Day

Stall Wet Mare Care :   \$16.00   /Day

**Shipped Semen Fees:**

FedEx Priority (Next Day):   \$200  

Counter to Counter (Same Day):   \$250  

On Farm Semen Pick-Up: **\$100**

**Pay Pal Available – Please Contact To Arrange**

**Contact Information**

Mare Name: \_\_\_\_\_ Registration #: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Association ID #: \_\_\_\_\_

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

City, State/Province, Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Alternative Phone : \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Mare Status:         Maiden                     Open for 2012 Season                     Expecting/Foal at Side

Shipped Semen                     Mare to Breed at Farm                    Approx Date of Arrival: \_\_\_\_\_

Will Mare be foaling at Rees Ranch  Yes  No -- If Yes, what was the last date bred? \_\_\_\_\_

Stallion Mare bred to: \_\_\_\_\_

**FOR SHIPPED SEMEN ONLY**

**Address For Delivery of Shipped Semen**

**Saturday Delivery/Hold Address (If Different)**

Delivery Contact: _____	Delivery Contact: _____
Delivery Phone #: _____	Delivery Phone #: _____
Facility Name: _____	Facility Name: _____
Address: _____	Address: _____
City, State., Zip: _____	City, State, Zip: _____

Residential Address:  Yes  No

Residential Address:  Yes  No

Approximate Date First Shipments Needed: \_\_\_\_\_ Closest Airport: \_\_\_\_\_

Airport Second Choice: \_\_\_\_\_

**\*\*\*\*\*Collection Days are MONDAY, WEDNESDAY, and FRIDAY -- ONLY!! NO EXCEPTIONS!\*\*\*\*\***

**Request for shipped semen must be made Before 8:00am PST the day of collection. On-farm mares have priority for semen, so please let us know if you think you will need a shipment.**

**REES RANCH STALLION SERVICE CONTRACT FOR *'Kidslookingtouchable'***

This Certifies \_\_\_\_\_, herein referred to as Mare Owner, has engaged one(1) service to the Stallion, Kidslookintouchable, # 4634074 ("Stallion) for the Breeding season of **2012**, as herein after defined, at **\$750.00** (Stallion Fee) for the following mare: \_\_\_\_\_ Registration #: \_\_\_\_\_ Breed: \_\_\_\_\_

Rees Ranch, Owner/Agent of the above named stallion, will hereinafter be referred to as Breeder. This contract sets for the all rights and responsibilities of the parties for the 2008 breeding season. This service is subject to the following terms and conditions:

1. **Booking Fees and Stallion Service Fees.** Mare Owner agrees to pay a Booking Fee of **\$250.00** upon execution of this contract or before 1<sup>st</sup> shipment. This booking fee may not be transferred to another mare owner or carried forward to a different breeding season. Mare Owner further agrees to pay the remaining Stallion Fee of **\$750.00**, due by October 1, 2012; plus all unpaid expenses payable upon receipt of an invoice or prior to when the mare leaves the farm, whichever occurs first. The Booking Fee, once paid, is non-refundable.
2. **On-Farm Expenses and Interest Charges.** All expenses incurred on behalf of the Mare Owner, including, but not limited to, boarding fees, veterinarian fees, farrier fees, etc., shall be the responsibility of the Mare Owner and shall be invoiced to the Mare Owner Monthly. Interest at the rate of 23% per annum will be charged on all accounts with balances not paid within 30 days of the date of the invoice.
3. **Shipped Semen.** The Mare Owner is responsible for contacting Rees Ranch to arrange for the collection and shipments of semen. Stallions will be collected on Monday, Wednesday and Friday ONLY. All requests for semen MUST be made by 8:00am PST on collection days. All on-farm Mares will have priority to receive semen. Semen will be shipped via Fed-Ex for next day delivery or by airline for same day delivery. All cost associated with shipping must be paid prior to shipment and are the responsibility of the Mare Owner. Stallion Owner/Agent, at his sole discretion, may require Mare be bred at the breeding farm if Mare has failed to settle after three breeding cycles.
4. **Mare Condition, Registration, Ownership.** A copy of the Mare's registration paper (both sides) shall accompany this contract. A veterinarian's health certificate, worming and immunization records and a current Coggins test (within 6 months of the date of delivery of Mare to the farm) shall accompany the Mare. If these items are not present upon Mare's arrival, the Breeder shall have the attending veterinarian make the proper test and evaluations at the Mare Owner's expense. Mare (and foal, if applicable) will be periodically vaccinated and de-wormed as deemed necessary by the attending veterinarian at the Mare Owner's expense. Mare Owner agrees that each mare offered for breeding shall be in sound breeding condition and free from any infection or disease. Any mare certified by the attending veterinarian not to be in sound breeding condition shall not be bred. Mare Owner may substitute another Mare within the same breeding season.
5. **Live Foal Guarantee.** Live foal means that the foal shall stand and nurse within twenty-four (24) hours of birth. It is understood that if the mare proves barren, aborts her foal, if foal is stillborn, a return season will be guaranteed the following year only at Breeder's Facility, provided proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven (7) days that the mare slipped or produced a nonviable foal. Mare Owner must also verify, in writing, that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the Mare's departure from the Breeding Farm. Phinopneumonitis vaccinations must be administered as directed by the drug manufacturer as the mare progresses through her pregnancy. **Failure to properly administer such vaccinations will void the Live Foal Guarantee.**
6. **Genetic Diseases.** The Breeder shall be held harmless for any foal(s) with genetic diseases such as HYPP(HyperKalemic Periodic Paralysis). If the above said More Owner has a **HH** (Double Positive) foal, the Mare Owner shall be entitled to a rebreed upon proof of the HH condition from a certified genetic testing station.
7. **Breeding Season.** The breeding season for this contract shall begin February 1 and close June 15 of the Year of the breeding season Specified above.
8. **Breeder's Certificate and Substitutions.** A Breeder's Certificate will be issued to the Mare Owner after ALL invoiced charges have been paid in full and upon written notification of the birth of a live foal. Mare Owner shall not sell, gift, donate, or assign this breeding contract. Substitution of Mare is forbidden without the express written consent of the Stallion Owner/Agent. Attempts to assign or substitute without prior consent of the Stallion Owner/Agent will terminate this agreement and release Stallion Owner/Agent from all obligations herein. A Breeder's Certificate shall be issued only for the Mare bound by this Agreement.
9. **Re-breeds.** The Breeder agrees to diligently try to settle the above named mare and shall have the sole discretion of determining the best method of breeding the mare. If, however, the mare does not settle, the Breeder shall be held harmless. Mares that fail to settle within a breeding season shall be carried over to the following season, with no additional fees except a non-refundable annual booking fee, only if Mare Owner has attempted to breed Mare for at least three heat cycles, or if less than three, as many cycles as were available to breed after the mare foaled and prior to the end of season.
10. **Multiple Foals.** Should more than one embryo result from a breeding. Mare Owner agrees to pay an additional Stallion Service Fee within ninety (90) days of the last breeding in order to receive a Breeder's Certificate for the additional foal(s).
11. **Death of Mare.** If the above named mare dies, or becomes unfit for service during the breeding season, the Mare Owner may substitute another mare that is agreed to by both the Mare Owner and the Breeder.
12. **Death or Sale of Stallion.** If the above named stallion dies, is sold or becomes unfit for service, for any reason and the mare does not produce a live foal, this contract shall become null and void and the stallion service fees, less any fees incurred to that date, and less the non-refundable booking fee may be refunded. And the parties to this Agreement will be released from any further liability.
13. **Waiver of Liability.** It is understood that the breeding farm, its owners, the stallion's owners, employees and guests shall not be held liable for any injuries, escape, disability, or death of any horse on its premises. The Mare Owner, whose horse is under the care of the Breeder, will not be liable or responsible for any damages, injury, or death to the stallion, employees, veterrarian or other animals.
14. **Proper Parties.** The parties signing below represent that they are fully authorized to execute this Agreement.
15. **Miscellaneous Provisions**
  - a.) This Contract is not transferable or assignable by the Mare Owner.
  - b.) This Contract contains the entire agreement between the parties
  - c.) This Contract shall be governed by the Laws of the State of California with Venue in San Joaquin County, California.
  - d.) This Agreement is not valid or enforceable unless completed in full. When Mare Owner signs and returns the contract and booking fee to Breeder, Breeder will notify Mare Owner within 10 days of approval. Upon notification of such approval, this agreement will become binding upon both parties, subject to all of the terms and condition herein
16. Additional Comments. \_\_\_\_\_

Stallion Owner or Agent

Date

Mare Owner/Recorded Lessee/Agent

Date