

HOPES CREEK RANCH

Nancy & Walt Magnussen
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This **TRANSPORTED SEMEN BREEDING CONTRACT** is made and entered into on this ____ day of _____, 200___, is by and between Nancy & Walt Magnussen, hereinafter designated BREEDER, and _____ hereinafter designated MARE OWNER. Mare Owner agrees to breed the Mare _____ Breed _____ Reg# _____ Age _____ to the stallion **ALL HANDS ON ZIP**, Reg #517790, for a breeding fee of \$1000 for a live foal subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$350, payable upon execution of this contract. The booking fee is required for all mares, and is included in the \$1000. A booking fee is required on all services, including those transferred, re-breeds and services purchased from parties other than Hopes Creek Ranch. The booking fee is reduced to \$150 fee on any donated services. The balance of this fee, \$650 must be paid before any semen will be shipped. All invoices are payable upon receipt with a late fee of \$20.00 applied to past due accounts. The Mare Owner should notify the Breeder of the expected breeding date at least two weeks prior to actual shipping date.
2. A prepaid collection/shipping fee of \$300 will be required for each shipment. Shipments will be sent by Federal Express priority overnight service whenever possible. Any shipment sent by airline counter to counter service will have an additional charge of \$100 to cover courier and airline charges. The shipping container must be returned within 72 hours of time it is received, priority overnight and insured for \$350 at the Mare Owner's expense. A \$25/day charge will apply for every day the container is late. If a multi-use shipping container is used, Mare Owner may return it by standard mail, or if not returned, will be charged \$40.

3. COLLECTION SCHEDULE BEGINNING FEBRUARY 1 MONDAY WEDNESDAY FRIDAY (A.M.) 979-361-3355

4. All orders for semen must be placed with Little River Veterinary Services (**979-361-3355**) by 6 P.M. (CST) the night before collection. **All fees must be paid before semen will be shipped.** Shipping and collection charges may be paid to Little River Veterinary Services by credit card at the time semen is ordered.

5. This Contract contains a "Live Foal Guarantee." A live foal is described as a foal which stands and nurses without assistance. If foal is born dead, there are return privileges for the following season only, providing Breeder is notified within 10 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort or prove barren, the Mare Owner has the privilege to rebreed her during the current breeding season February 1 through July 1, or the following year, by transported semen providing there are breedings still available. The Mare Owner certifies 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. Booster Rhinopneumonitis vaccinations must be administered as indicated by the individual drug manufacturer as the Mare progresses through her pregnancy. **FAILURE TO DO THIS WILL VOID THE LIVE FOAL GUARANTEE.** All current lab & shipping fees will apply. Any rebreed may be done on-site for current farm breeding charges. **A booking fee of \$350 is required for all returning mares.**

6. The mare should be in a healthy and sound breeding condition. A current copy of registration papers showing the Mare Owner as the **current owner** and mare information form must accompany breeding fee.

7. Breeder agrees to diligently try to settle the mare, however, if mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. We ask that if Mare does not get in foal on the first semen shipment, that Owner

call Little River Veterinary Services and discuss any problems with the attending veterinarian. It is the goal of all parties that your Mare gets in foal and produces you, the Mare Owner, a live foal with the first semen shipment.

8. Mare Owner must notify Nancy Magnussen when Mare has been checked for pregnancy. We require ultrasound examination at 14-16 days after insemination and again at 24-35 days to ensure your Live Foal Guarantee.

9. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when stallion fee and all other expenses have been paid in full and when mare has produced a live foal from this mating. Mare Owner must notify Nancy Magnussen (979-690-0747 or nancy@hopescreekranch.com) when Mare has foaled.

10. It is further agreed that should the stallion die or become unfit for service prior to fulfilling this contract, the Breeder will use frozen semen to fulfill all obligations. No refunds will be given. If the mare should die or become unfit to breed prior to fulfilling this contract, the Mare Owner may substitute another mare as agreed upon by Breeder.

11. This Contract is non-assignable and non-transferable.

12. This Contract is entered into in the State of Texas and will be interpreted and enforced under the laws of that state. If any clause in the Contract is against State Law, then that clause shall be null and void.

13. Should either party breach this contract, the breaching party shall pay for the other's court cost and attorney fees related to such breach. The forum for any litigation regarding this contract will be Brazos County, Bryan, Texas.

14. This Contract represents the entire agreement between parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract. Additional conditions should be individually initialed by each party. **If none, check here** ____.

When this Contract is signed, it will be binding on both parties, subject to the above terms and conditions.

ACCEPTANCE: I ACCEPT THE ABOVE AGREEMENT.

Mare Owner's (or authorized agent's) Signature

Date

Mare Owner's Address, City, State and Zip Code

Mare Owner's Telephone

Cell Phone or Work Telephone

Mare Owner's Email Address

Return signed contract, mare information from, booking fee and copy of mare's papers to:

Nancy Magnussen
Hopes Creek Ranch
4700 Country Meadow
College Station, Texas 77845

Orders for semen and standing at:

Little River Veterinary Services
Sheri Keele, DVM
8601 Sandy Point Rd
Bryan, Texas 77807
979-361-3355
sheriKK@tconline.net