



### Frozen Semen Only

This stallion service contract is for the breeding season of 2007 for the APHA Stallion named <sup>NFR</sup> Wiconi Warrior, APHA # 776018, hereafter referred to as the “stallion”. This contract is entered into on \_\_\_ day of \_\_\_\_\_, 200\_\_ by and between Mountain View Paint Horse Ranch LLC, hereafter designated “MVPHR” and \_\_\_\_\_ mare owner, hereafter designated as “purchaser”. A photocopy of the mare’s registration papers should be sent with this contract.

**The Mare** - The registered name of the mare to be bred is \_\_\_\_\_, APHA / Other \_\_\_\_\_ Registration # \_\_\_\_\_. Mare date of birth: \_\_\_\_\_. Mare color: \_\_\_\_\_.  
Sire \_\_\_\_\_ Dam \_\_\_\_\_

- A licensed veterinarian must inseminate the mare immediately on the date of delivery. Purchaser may not substitute another mare for breeding without the prior, written consent of MVPHR.
- Stallion services will be provided to only healthy mares in sound breeding condition determined by a veterinarian acceptable to MVPHR. In the event that the mare is barren, MVPHR requires the purchaser’s veterinarian to submit a current intrauterine culture certificate (within 30 days if shipping) and certify the immunizations for equine herpes type 1 have been kept current to qualify for a re-breeding.
- The mare’s health and mortality are the full responsibility of the mare owner before, during and after this breeding.
- Only one mare will be covered by this contract. Each fertilized embryo must be covered by a separate contract.
- Proven mares only.

**Fees** – The following fees are associated with this breeding. All fees must be paid in full and received by the MVPHR prior to any semen shipments. Payments should be made by certified cashiers check.

1. Booking Fee – A non-refundable booking fee of \$250 US Dollars is due at the signing of this contract. This will assure you a slot in the booking schedule for the stallion. This will be applied to the cost of the breeding fee.
2. Breeding Fee – A non-refundable balance of \$1250 US Dollars is due prior to the 1<sup>st</sup> shipment. This fee, along with the booking fee, is for the stallion’s services.
3. Collection Fee – A fee of \$400 US Dollars covers the collection and lab fees for each shipment of frozen semen. This amount is due prior to each shipment.
4. Shipping Fee – Actual costs for UPS, FedEx, and Airline counter-to-counter. If required, nearest commercial airport / city to mare is \_\_\_\_\_. Handling fee of \$50 for counter to counter shipments applies.
5. A \$25 late fee and \$xxxx fee for un-returned shipping containers will apply.

Each shipment will require a collection and shipping fee. There will be a maximum of 2 shipments during the breeding season.

**Shipments** – Requests for semen shipments are filled as received, subject to the ranch veterinarian’s approval. If deemed appropriate, the ranch veterinarian will speak to the purchaser’s veterinarian to help determine priority of shipments. Shipments will be coming from Dr. Longworth at Southwest Stallion Station, Phoenix, AZ.

- Requests for semen must be made by 8:00pm Arizona Time by calling 602.882.0868 or 602.820.7801 two days preceding shipment (ie – requests for semen shipped on Monday morning must be made by Saturday night)
- The breeding season will run all year in 2008.
- Purchaser should have the ability to accept and properly store frozen semen.

**Re-breeding** – The mare will have the right to a re-breeding in the 2009 breeding season under the following conditions



- Live Foal Guarantee- In the event that the mare is barren, aborts or produces a foal that is unable to stand alone and nurse and subsequently dies, a return half price breeding will be guaranteed the following year only. For eligibility of the aforementioned, the stallion owner must have on file a vet certificate pronouncing said mare 90 days in foal. This certificate will be provided to prior to December 31 of the breeding year.
- Purchaser agrees that MVPHR does make any guarantees as to the quality of the foal, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.
- In each and all cases, the required veterinarian certificates shall affirm that the mare has been immunized and properly cared for during gestation and was attended during foaling.
- Color guarantee – The foal will be eligible for APHA registration or a half price re-breed will be granted. Collection and shipping fees apply to all re-breeding shipments. Guarantee applies for the initial breeding only and does not apply to re-breedings, donated or auction breedings.

**The Stallion** – The stallion was gelded for show purposes in December 2006 and may or may not be owned by Mountain View Paint Horse Ranch LLC at the time of the contract or in a subsequent year. MVPHR will continue to own breeding rights independent of the stallion ownership. The stallion finished 4<sup>th</sup> at the 2007 World Show in the 3 Year Old HUS Challenge. His full brother finished 10<sup>th</sup> in the 2 Year Old HUS Class.

**Non-Assignment** – This agreement cannot be transferred or assigned by the purchaser. There shall be no right to a re-breed to the stallion is the mare is sold or otherwise changes ownership after being serviced by the stallion.

**Breeders Certificate** – Will be issued for the foal conceived by this mating when stallion service fee and all other expenses have been paid in full and upon notification the mare has produced a live foal.

**Warranty** – MVPHR is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished there-under except that it is the stallion’s semen.

**Insurance** – Responsibility for insurance passes to the purchaser with this contract. Purchaser assumes the unavoidable risks inherent with horse related activities, including but not limited to: the semen, shipping container(s), purchaser’s horse(s), purchaser and family members. Purchaser agrees to look solely to his/her insurance for compensation for any such loss, and further agrees to indemnify and hold harmless MVPHR and its agents, veterinarians, employees and family.

**Governing Law** – This contract shall be governed by the laws of Yavapai County, State of Arizona and shall be binding upon the parties hereto and their personal representatives.

**Content** – This content represents the entire agreement between parties. No other agreements or promises, verbal or implied are included. When purchaser signs and returns this contract, it will be binding on both parties.

**Mountain View Paint Horse Ranch LLC**

**Semen Shipping Information**

By \_\_\_\_\_

Ship to \_\_\_\_\_

Purchaser \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

Bill To \_\_\_\_\_

\_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_ Phone \_\_\_\_\_

Phone #1 \_\_\_\_\_ Phone #2 \_\_\_\_\_

FedEx \_\_\_\_\_ UPS \_\_\_\_\_ Other \_\_\_\_\_

**Return one copy to the MVPHR and keep one copy for your files.**