

SHIPPED SEMEN BREEDING CONTRACT



THIS AGREEMENT made this _____ day of _____, 20____

by and between _____
hereinafter know as "Client" and Kathy Maske / KJ Ranch.

STALLION: _____ **REGISTRY** _____ # _____

MARE: _____ **REGISTRY** _____ # _____

It is hereby understood and agreed that the mare **OWNER** wishes the above mare to be bred to the above named stallion and have engaged one service to said stallion for the 20____ breeding season. To bring this about, the mare's owner and the client presenting the said mare, if different than owner, agrees to the following:

FEES:

1. A \$100.00 **Booking Fee** (U.S. non-refundable dollars) Shall be paid when the client returns this signed completed agreement.
2. The total **Stud Fee** in the amount of \$400.00 (includes booking fee)
3. A **Collection Fee** of \$250.00 is due and payable before semen will be collected.
4. Client is responsible for actual **Shipping Fees** incurred with semen delivery.
5. A **Rental Fee** of \$20.00 per shipment for the use of Equine Express II Cooled Semen Shipper. If container is damaged or not returned a charge will be assed.

The **Shipping Fee** will be charged prior to each shipment of semen. These will be the current rates for the carrier being used.

Complete and sign this **Service Contract** and return with the **Booking Fee**. The return of this agreement with the booking fee will insure you ability to acquire transported semen when your mare is ready to be bred. In the case of more requests for semen on a given day than can be filled, they will be honored in order of the date in which they were booked. We will sign and return a copy of this contract for your files.

Enclose a copy of the Mare's registration & Lease Agreement if applicable.

Collection Fees for each shipment must be paid prior to collection of semen or breeding of said mare. This fee covers all collecting and packaging of semen for shipments that are requested by Client. We recommend that you pay the collection fees at the same time of the booking fee. It **MUST** be paid before semen will be collected for your mare. Don't get caught with collection fees unpaid then needing semen. We will not collect until paid!

You or your veterinarian must contact a KJ Ranch representative at the beginning of your mare's heat cycle in which you wish to breed your mare during. We will confirm collection times and shipping instructions. You **MUST GIVE 24 HOURS NOTICE OF NEEDING COLLECTION** or you will pay a higher collection fee. You must contact us **PRIOR TO 9:30 AM CST ON THE DAY YOU WISH SEMEN TO BE SHIPPED.** It

may be that we can send two breeding doses to be used on consecutive days. This option is strictly determined by the KJ Ranch breeding manager and depends on the number of mares that need to be bred that day. We can normally collect 7 days a week with a higher collecting rate for weekend days, (Saturday or Sunday) but Client is responsible for any additional shipping costs associated with shipping on weekend days.

We ship via Fed EX, priority overnight, early morning service, Monday through Friday unless advised differently. We can ship counter to counter via air travel at the clients request. Clients will be responsible for paying all transporting fees at that time.

This breeding may be used for a different mare other than the one specified below and may be used in a different breeding season if owned or leased by Client. However this must be mutually agreed in writing. This contract is non-assignable and non-transferable.

PAYMENT AGREEMENT: Client agrees to pay all fees specified in this stallion service contract. Payment in excess of 10 days late will be subject to a late fee of \$25.00 per month. Clients whose payments are in excess of 30 days past due shall be in breach of Contract. Upon said breach of Contract by Client, KJ Ranch shall cease all further services and retain all funds received to date as liquidated damages. Said damages include but are not limited to costs of collection, bookkeeping, and lost interest.

LIEN: Client grants KJ Ranch a lien upon and security interest in the mare, any foal in utero or foal produced by a breeding to any KJ Stallion to secure all obligations and amounts due under this or any contract with KJ Ranch or any of its affiliates. KJ Ranch may at any time until all amounts due hereunder are full paid, file a photocopy of this contract in the county and state in which is believed the horse(s) to be kept, or where client resides, and when so filed copy will be effective as a financing statement as well as a security agreement. At any time the client's balance is unpaid for thirty days, or a client is otherwise in default of this or any contract with KJ Ranch or any of its affiliates, KJ Ranch may foreclose its interest in the horse(s). Ten days notice shall be deemed reasonable notice of any foreclosure. Please be aware that KJ Ranch is represented by a local law firm and will take full action to collect or foreclose upon unpaid debts!

LIVE FOAL GUARANTEE: None of the aforementioned fees are refundable. However, KJ Ranch guarantees a return breeding the following season either for said mare or an approved substitute mare should a "live foal" (defined as a foal that stands and nurses without assistance) not result from this breeding or in the event bred mare passes away before foaling a "live foal" herein must be certified in writing by a qualified Veterinarian within one week of death to obtain a re-breed. In the event the stallion should become unbreedable due to injury, illness, or death the Client may breed mare to any other KJ Ranch Stallion under the same terms and conditions of this agreement.

Client further agrees that a foal born to a registered APHA mare, be DNA typed within 90 days of birth, thereby ensuring registration of the foal.

Let it be further understood the spirit of this agreement is to get the mare in foal to this stallion. The parties to this agreement promise their wholehearted cooperation until breeding is completed.

SPECIAL TERMS IF ANY:

MARE INFORMATION Name: _____

Registry: _____ # _____ D.O.B. ____ / ____ / ____ Color: _____

Recorded Owner at TIME OF BREEDING: _____

Client Presenting Mare, if different than owner: _____

(If different please provide proof of lease of purchase information)

**ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT
ARE AGREED TO BY THE UNDERSIGNED.**

STALLION OWNER:

Kathy Maske, of KJ Ranch X _____ signed ____ / ____ / ____

Home Phone: (920) 863-2222 Cell Phone: (920) 217-2016 Email: kjranch1@aol.com

MARE OWNER(S) / CLIENTS:

Name(s): _____

(Please Print)

Signature: X _____ signed ____ / ____ / ____

Client Address: _____

City: _____ State: _____ Zip Code: _____

Home Phone: (____) _____ - _____ Cell / Work Phone: (____) _____ - _____

Other Contact information (example: email, additional phone #'s, best times for #'s etc.)

Booking fee in the amount of \$100.00 has been received on ____ / ____ / ____