# STALLION SERVICE CONTRACT

FOR CR HES A TUFF ONE, 2018 BAY AQHA STALLION

Red Arrow Ranch, LLC (*hereinafter referred to as "Stallion Manager"*) and _____ (*hereinafter referred to as "Mare Owner")* hereby agrees on the day of ____, 20___, to contract to breed the mare _____ Registration # _____ to the stallion **CR Hes A Tuff One**, Registration #5879967 for the **Early Booking Special fee** of **$2,000** for the 2027 breeding season, which begins **February 15, 2027** and **ends July 15, 2027**, subject to the following terms and conditions:

**1.** This breeding contract is to be **returned with a non-refundable Booking Fee and Chute Fee** (hereinafter the "Stallion Fee"). Stallion Fee is for one live foal. The Balance of Stallion Fee is additional and due prior to ordering semen. Mare Owner agrees to provide a photocopy of the mare's registration papers with the breeding contract. All other expenses shall be due according to the schedule(s) listed below.

**Stallion Fee:** _____

**$500.00 Non-Refundable Booking Fee** / Payable to Stallion Owner: Red Arrow Ranch, LLC
**$1,500.00 Balance of Stallion Fee** / Payable to Stallion Owner: Red Arrow Ranch, LLC
**$675.00 Non-Refundable Chute Fee** / Payable to Red Arrow Ranch, LLC
*Notes/Additional Terms:*

_____

**2.** Mare shall be in healthy and sound breeding condition.

**3. For Cooled Semen Shipments:**

A. The paid chute fee includes (2) two Onsite Pick Up fees, or (1) one airline or (1) overnight FedEx shipments. Courier for airline shipments are additional and NOT included in the airline fee.

B. If FedEx First Overnight Shipping is requested, or if shipping fees increase, additional fees may apply. **Rates are as listed: All Additional Shipments** $350 **Courier For Same Day Airline:** $225

C. Stallions are collected on Monday - Wednesday - Friday. It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days. You must call Red Arrow Ranch, LLC by 5pm (PST) prior to the day of actual shipment at ph#831-821-4681 to order semen. Shipment requests **must be called in**, and not emailed.

D. All expenses must be paid in advance of shipment. In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent.

E. Shipping container must be returned to Red Arrow Ranch, LLC **within seven (7) business days**. After 7 days, the card on file will be charges a replacement fee of $50 for a box or $300 for an Equitainer. If contents are missing or damaged, the total replacement fee will be charged.

**For Cooled Semen Shipments Continued:**

F. Red Arrow Ranch, LLC assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit. Red Arrow Ranch, LLC does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Mare Owner agrees to use all cooled semen provided by the Agreement for the mare named in this Agreement and no other. Mares on premises of Red Arrow Ranch, LLC have breeding priority on any given breeding day; therefore we make no guarantee cooled semen will be available for a specific day.

G. If Cooled Semen is replaced by Frozen Semen, additional fees will apply.

**4. For Frozen Semen Shipments:**

A. The Chute fee includes (1) shipment of frozen semen by Fedex Express 2-Day Shipping. If expedited shipping is needed, additional charges apply.

B. Additional shipments, if necessary, are $150 PLUS FedEx Shipping Costs TO AND FROM Your Clinic. Rates Vary.

C. ONE (1) breeding dose is sent per shipment unless agreed upon up front and in writing. Any unused semen remains the property owner of the stallion owner and must be returned to Red Arrow Ranch, LLC at Customer's expense.

D. Red Arrow Ranch, LLC must have 24 hours notice prior to requested semen shipment. Semen shipments requests are fulfilled on a first come, first served basis. Dry Shippers are not guaranteed to be available on any particular day.

E. The dry shipper must be returned to Red Arrow Ranch, LLC within 7 business days. If container is damaged or missing parts, the customer will be charged the FULL replacement value. A late fee of $25/day will be charged if the container is not returned within 7 business days.

**5.** The above stated fees are subject to change at the discretion of Red Arrow Ranch, LLC should the current market conditions dictate.

**6.** Credit Card payments are subject to a 3.5% processing fee.

**7.** Monthly statements shall be mailed for services provided. Statements are due and payable upon presentation.

**8.** This contract contains a Live Foal Guarantee for the initial contract year when the mare has been pregnancy checked and declared to be safe in foal by a veterinarian. A live foal is described as a newborn foal that stands and nurses without assistance. If the mare miscarries, aborts, or the foal is born dead, Mare Owner agrees to furnish to the Stallion Owner through the Stallion Manager (collectively the "Breeder"), within seven (7) days, a veterinarian's statement describing the occurrence, in such a case, return privileges will be available for **one year ONLY**. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed in writing and signed by all parties. Breeding fee(s) will not be refunded. Stallion owner and Red Arrow Ranch, LLC do not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.

**9.** If the mare dies or becomes unfit to breed, the Mare Owner may return during this season or the following season ONLY with a suitable mare approved by the Breeder through the Stallion Manager. There are only return privileges only if Stallion Manager is provided with a licensed veterinarian statement confirming such condition. Breeder may, at its election, either rebreed the mare or refund the Stallion Fee paid pursuant to this contract, less the non-refundable Booking and Farm Fees, thereby relieving the Stallion Manager of its obligations to rebreed the mare. This provision does not apply to mares that are being bred under the authorized rebreed privilege.

**10.** Should the above named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder, and any monies paid by the Mare Owner toward the Stallion Fee, with the exception of the non-refundable Booking Fee and Farm Fee shall be refunded to the Mare Owner if the mare is not settled or would qualify for rebreed privileges.

**11.** Embryo Transfers: Mare Owner agrees to notify Red Arrow Ranch, LLC. that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of $2,500.00 for each additional live foal. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).

A. Vitrified (Frozen) Embryos: Mare Owner agrees to notify Red Arrow Ranch, LLC that the embryo was vitrified within 48 hours of recovery. All nomination fees are solely the responsibility of the mare owner.

**12.** A Breeder's Certificate will be issued for a foal when the Stallion Report is filed (after a veterinarian pronounces the mare safe in foal), the Booking Fee, the Chute Fee, Stallion Fee and all other expenses have been received by Breeder in full, and Breeder has been notified that a live foal has been produced.

**13.** Rebreeds and donated breeding's are subject to a $675.00 chute fee.

**14.** There will be no exceptions to the terms of this contract and it is not transferable unless provided for in writing and signed by all parties.

**15.** This shall be a binding contract on both parties, subject to the terms and conditions set forth herein and shall be binding on and shall insure to the benefit of the parties and their heirs, personal representatives and permitted successors and assigns. This contract is not transferable or assignable by Mare Owner and is made solely for the benefit of the parties hereto and their respective permitted successors and assigns and no other person or entity shall have or acquire any right by virtue of this contract not provided for in writing and signed by both parties.

**16.** In the event of any injury or death to the mare and/or foal, the mare owner will look solely to his/her own insurance. In the event anyone assesses a cause of action against Stallion Owner on account of injury or death to the mare and/or foal, the Stallion Manager shall be held harmless from any such cause of action including cost of defending the same.

**17.** The parties hereby specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of California. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be San Benito County, California as this agreement shall be performed in San Benito County, California as the last act to make this a binding contract occurred in San Benito County, California. Should any civil action by commenced between the parties concerning this Agreement, or any rights or duties hereunder, the prevailing party shall be entitled, in addition to any other relief as may be granted, to reasonable attorney's fees and disbursements as determined by a court or competent jurisdiction. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, unenforceable or void, the remaining provisions of this Agreement shall be nevertheless continue in full force and effect without being impaired or invalidated in any way except the parties agree to insert, to the extent possible, a substitute provision to carry out the intention of the parties.

**Mare Owner Information** *(please print clearly)*

_____

Owner's Name as shown on Registration Records

_____

Address

_____ _____

City/State/Zip Phone

_____

Email

**Red Arrow Ranch, LLC** *(for office use only)*

_____

Authorized Signature & Date Processed

_____ _____

Mare Owner Signature Stallion Owner Signature