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# RIVER ISLAND RANCH

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PERFORMANCE HORSES

## COOLED SEMEN BREEDING CONTRACT

This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

- 1) Mare Owner hereby agrees to breed its mare \_\_\_\_\_, Reg. No. \_\_\_\_\_, Breed \_\_\_\_\_, to \_\_\_\_\_, standing at River Island Ranch. A copy of the mare's registration papers must accompany the return of this contract.
- 2) A non-refundable Booking Fee of \$500 is payable with this contract, and is part of the total stallion fee. The unpaid balance of the stallion fee, together with the shipping fee (\$300 for priority overnight or \$400 for same day air) is to be paid to River Island Ranch prior to the first shipment of semen. Under no circumstances will cooled semen be shipped unless all charges due and payable hereunder have been paid in full. All other charges, including the replacement cost of any shipping container not returned to River Island Ranch in satisfactory condition, will be invoiced on a monthly basis. All invoiced amounts which are unpaid after thirty (30) days will bear interest at the rate of 18% per annum.
- 3) The sole obligation of River Island Ranch under this agreement is to use reasonable efforts to ship sufficient semen for one (1) breeding. The parties acknowledge that River Island Ranch will prefer on farm breedings over non-farm breedings. The parties further acknowledge the shipment and use of cooled semen is subject to conditions beyond the control of the parties, consequently the cooled semen may not be received when the mare is ready to breed. In the event that the number of mares needing bred on a given breeding day exceeds the stallion's semen capabilities, semen will not be shipped. Accordingly, the Mare Owner acknowledges that semen may not be shipped in compliance with the shipment requests, and may not be received in the time period necessary to successfully breed the mare. The Mare Owner hereby disclaims and releases River Island Ranch and the Stallion Owner from any liability, damages, claims, causes of actions or losses with respect to the breeding of the mare and the shipment or collection of the semen (including consequential damages, lost breeding opportunities or lost profits). The Mare Owner irreversibly agrees that the Mare Owner's sole recourse against River Island Ranch and/or the Stallion Owner with respect to the performance or nonperformance of this breeding contract is a return of the stallion fee less the booking fee.

The Mare Owner will be responsible for all facets of breeding the mare, including without limitation, preparing the mare for breeding, preparing the semen for breeding, and conducting the breeding and post-breeding care. Breeding farms and reproductive centers have the personnel and equipment to effectively tease, ultrasound and time a mare for breeding. Accordingly, we require that mare management take place at such centers.

- 4) The Mare Owner agrees he/she will utilize a licensed veterinarian with expertise in cooled semen to perform the insemination of the mare and the foregoing actions in accordance with accepted industry standards so as to provide a successful breeding of the mare. The Mare Owner agrees to use the semen shipped hereunder solely to breed the designated mare in accordance with the breeding contract, together with the rules and regulations of the appropriate registration organization.
- 5) It is further agreed that should the stallion die or become unfit for service, or if any mare should die or become unfit to breed, then this contract shall be automatically rescinded by its own terms, and any money paid for the stallion fee, less the booking fee, shall be refunded to the Mare Owner.
- 6) Except to the extent provided in paragraph 11 below, in the event the mare proves not in foal or does not produce a single live foal that can stand alone and nurse, after payment in full of the stallion fee, the mare shall have a return breeding privilege with no further stallion fee for the next year breeding season, if the Mare Owner furnishes a veterinary certificate within seven days of the date the mare is determined not in foal or fails to produce a single live foal. Another mare may be substituted upon approval by River Island Ranch. If the Mare Owner fails to provide such certificate, the return breeding privilege is cancelled, and no refund shall be due to the Mare Owner for any reason. In the event the mare is sold, catalogued and transferred to a sales facility, transported out of the continental United

States, changes ownership, or is returned to racing, the stallion service fee becomes non-refundable and the live foal guarantee is voided.

- 7) There will be a \$300 collection fee along with any shipping fees assessed on all rebreeds.
- 8) Because the use of cooled semen is a new and emerging technology, no warranty or guarantee, expressed or implied, is given with respect to the cooled semen. There is no guaranty of delivery within a certain time period, and no guarantee that the cooled semen will safely reach the insemination point without losing integrity, quality or characteristics, if given.
- 9) Payments, refunds, notices and inquiries under this contract must be made to the River Island Ranch address and fax number designated below. This agreement is personal to the Mare Owner and shall not be assigned or transferred by the Mare Owner. This contract shall be binding on both parties, subject to the above terms and conditions, provided the Mare Owner or authorized representative, signs and returns this contract to River Island Ranch, together with the booking fee within fourteen days of receipt. This contract shall be governed and construed by the laws of the State of Wyoming and venue for any action relating to or arising from this contract shall be in Natrona County.
- 10) If either party hereto defaults in the performance of any provision of this contract, the other party may, at his/her discretion, declare this contract terminated. The party which defaults in the performance of any duties under this contract shall be responsible for the other party's reasonable attorney's fees and court costs incurred in enforcing the provisions of this contract.
- 11) The provisions of this contract are binding on the heirs, executors, administrators, and assigns of the Mare Owner, unless modified by mutual, written agreement.
- 12) Special Provisions: \_\_\_\_\_  
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\_\_\_\_\_.

<p>RIVER ISLAND RANCH</p> <p>Jonee Crozier, Breeding Manager P.O Box 3834 Casper, WY 82602 307-473-2740 Office &amp; Fax 307-259-3191 Breeding Manager <a href="mailto:jonee@riverislandranch.com">jonee@riverislandranch.com</a> <a href="http://www.riverislandranch.com">www.riverislandranch.com</a></p> <p>Signed: _____</p> <p>Date: _____</p>
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<p>MARE OWNER/LESSEE</p> <p>Name: _____</p> <p>Address: _____ _____</p> <p>Phone: _____</p> <p>Fax: _____</p> <p>Email: _____</p> <p>Signed: _____</p> <p>Date: _____</p>
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