Double Nickel Ranch 2021 Breeding Contract

P.O. Box 489

Shepherd, TX. 77371

 1. Breeding Privilege. The Mare Owner has engaged one service to **Separatist Rocks On AQHA Number 5857367** hereinafter referred to as “the Stallion”, for the mare \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Registration #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “the Mare”, for the 2021 breeding season. The Stallion will be available for fresh cooled semen or shipped cooled semen from February 1- June 30, 2021. He will be collected at **Steep Hollow Farms**

 2. Booking and Stallion Service Fees. The Stallion service fee for 2021 is $1500, which includes a nonrefundable booking fee of $300. Any deviation from these terms must be specified in writing and signed by Double Nickel Ranch. All payments must be made payable to Double Nickel Ranch. Regardless of whether the breeding is through a service auction, donated or reduced breeding agreement, a $300 non refundable fee is still applicable for all contracts. \_\_\_\_\_\_\_All 2021 Breedings will include the first collection and shipment of semen\_\_\_\_\_\_\_

3. Shipped Semen & Fresh Cooled Semen Available. Shipped cooled semen will be a flat rate of $200 per shipment. Fresh cooled semen may be picked up from Steep Hollow Farms for a flat rate of $60**.** Shipping boxes must be returned within 10 days or an additional $50 will be charged to the mare owner. If not returned at all, an additional $75 will be charged to the mare owner. \*\* PLEASE NOTE: Cooled Semen is on a first come/first serve basis so call early to be put on the list \*\* It is the mare owner’s responsibility to know the current collection schedule & to order cooled semen at least 24 hours in advance. No semen will be shipped or picked up until all fees have been paid in full. Double Nickel Ranch is not be responsible for the COSTS arising from shipments lost, damaged or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment after it leaves our custody. \_\_\_\_\_ Initial Here.

 4. Condition and Ownership. Mare Owner represents and warrants that The Mare is in sound breeding condition and free from disease and infection. The responsibility for conception is on the Mare Owner. A photostatic copy of The Mare’s registration papers (both sides) should be submitted with this contract. The Mare Owner, whose signature appears below, further warrants that he/she is the owner or lessee of record of The Mare.

5. Waiver of Liability. If the mare fails to settle, for any reason, the Stallion Owner shall be held blameless.

 6. Live Foal Guarantee. The Mare Owner is guaranteed one “Live Foal”. “Live foal” means that the foal will stand and nurse without assistance. It is understood that if the Mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed the following year only, provided proper written notification is given to the Stallion Owner. A licensed veterinarian shall define proper notification as written certification within one (1) week of the date that the Mare aborted or produced a non-viable foal. \*The Live Foal guarantee herein will be void and the Stallion Owner released from liability if: a. The Mare Owner prior to foaling sells the Mare. b. Booster rhinopneumonitis vaccinations were not given as indicated by the individual drug manufacturer as the Mare progresses throughout her pregnancy.

7. Breeder’s Certificate. A breeder’s certificate will be issued after all fees and expenses have been paid in full and upon notification of birth of a live foal.

8. Substitution. This contract is non-assignable and non-transferable. Should the above named Stallion die, be sold by the owner, or become unfit for service prior to settling the Mare, this contract will become null and void. In the event the Mare fails to settle to the above named Stallion, the Mare Owner may substitute another mare agreed upon by the Stallion Owner for either the current breeding season for the following season only.

9. Binding and Entire Agreement. When the above named Mare Owner signs and returns one copy of this contract to the Stallion Owner, it will then be a binding contract on both parties, subject to the above terms and conditions. The Mare Owner specifically acknowledges all requests made by The Mare Owner for services contracted herein and further, as set forth herein, waives liability of The Stallion Owner for loss or damages in the performance of said services. This contract is not valid unless completed in full and accompanied by the required documents and fee payment. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and Stallion and supersedes all other agreements or understandings between the parties, whether oral or written concerning the breeding of the Mare and Stallion. This contract is entered into the State of Texas and will be interpreted and enforced under the laws of Texas. Payment Information: All payments may be made by check or credit card. An office charge applies when paying with a credit card. Please call to ask the fees. All payments must be paid in full prior to semen shipping or being picked up.

Make Checks Payable to: Suzanne Moran

Mail forms to: P.O. Box 489, Shepherd, TX. 77371 or scan and email to thedoublenickelranch@gmail.com

 Name On Card \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Credit Card Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CVV \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Billing Zip Code \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Please specify what charges you want paid with your credit card:

Stallion Fee \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Booking Fee \_\_\_\_\_\_\_\_\_\_\_\_

Shipments \_\_\_\_\_\_\_\_\_

 The undersigned hereby agrees to all of the terms set forth above. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mare Owner’s/Authorized Agent’s Signature Date Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Telephone Email Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stallion Owner (Double Nickel Ranch) Date We want to thank you for your interest in breeding to Separatist Rocks On. His pedigree, looks, disposition and athletic ability are hard to beat. We are expecting huge things from this young stallion!