



### Stallion Service Contract - 2010

This stallion service contract is for the 2010 breeding season for the APHA Stallion named The Gift of Midas, APHA #836785, 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 \_\_\_\_\_

- Purchaser may not substitute another mare for breeding without the prior, written consent of MVPHR.
- The mare's health and mortality are the full responsibility of the mare owner before, during and after this breeding.
- One mare will be covered by this contract. Each fertilized embryo must be covered by separate contract (see below).

**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 \$1,250 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. See considerations below.
3. Collection Fee – A fee of \$250 US Dollars covers the collection and lab fees for each shipment of frozen semen. This amount is due prior to each shipment.
4. Collection Fee - A fee of \$200 US Dollars covers the collection and lab fees for each shipment of cooled semen. This amount is due prior to each shipment.
5. 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 from Prescott, Arizona airport applies.
6. A \$25 late fee and \$1,250 fee for un-returned frozen semen shipping containers will apply.

Each shipment will require a collection and shipping fee.

**Shipments** – Requests for semen shipments are filled as received. Shipments will be coming from Mountain View Paint Horse Ranch in Prescott Valley, AZ.

- Requests for cooled semen must be made by 8:00pm Arizona Time by calling Dr Carolyn Lee at xxx-xxx-xxxx two days preceding shipment (ie – requests for semen shipped on Monday morning must be made by Saturday night)
- Call MVPHR at 602.882.0868 (Sherry) or 602.820.7801 (Chuck) to confirm your request for semen.
- The breeding season will run all year in 2010.
- Purchaser of frozen semen should have the ability to accept and properly store frozen semen using their own container.

**Re-breeding** – The mare will have the right to a re-breeding in the 2011 breeding season under the following conditions

Sherry Marx - [RioMontana@aol.com](mailto:RioMontana@aol.com) - 602.882.0868 or 602.820.7801  
7950 Coyote Springs Rd., Prescott Valley, AZ 86315

- 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 within the 1<sup>st</sup> 24 hours, a return "no fee" breeding will be guaranteed the following year only. This also covers foals with OLWS <sup>+/+</sup> (The Gift of Midas is OLWS +)
- 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.
- Color guarantee - The foal will be eligible for APHA Regular registration or a half price re-breed will be granted.
- Collection and shipping fees apply to all re-breeding contracts / shipments. Guarantee applies for the initial breeding only and does not apply to re-breedings, free / donated or auction breedings.

**Considerations** - Proven mares (performers) are eligible for the following breeding fee considerations:

- ROM - 10% discount
- Superior - 20% discount
- APHA Champion - 30% discount
- Reserve World Champion - 50% discount
- World Champion - no fee breeding

**Early Booking Discount** - a 10% discount on the breeding fee applies to stallion service contracts booked and paid for before December 31, 2009.

**Multiple Mare Discount** - a 10% discount on the breeding fee applies to each incremental mare booked within a breeding season 1 mare (10%), 2 mares (20%), 3 mares (30%), 4 mares (40%) and 5+ mares (50%).

Performance Incentives - MVPHR desires that foals from The Gift of Midas go on to strong show careers. To support these efforts, MVPHR is offering show incentives to the 1st offspring within each foal crop to earn the following titles:

- APHA ROM - \$250
- APHA Superior - \$500
- APHA Reserve World Champion - \$2,500
- APHA World Champion - \$5,000

These incentives do not apply to no-fee or donated breedings.

The 1<sup>st</sup> ten (10) foals in each foal class to earn an APHA point in any class earn \$100. Applies to ALL breedings.

**Non-Assignment** – This agreement cannot be transferred or assigned by the purchaser. There shall be no right to a re-breed to the stallion if 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.

**Multiple Mares** – With the advances in frozen semen technology, it is possible to inseminate multiple mares with one shipment. MVPHR will issue separate breeding certificates for each impregnated mare from the same shipment at a cost of 50% of the original breeding fee or \$750 on free / donated & auction breeding. No additional collection or shipping fees.

**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 & Risk of Loss** – Responsibility for insurance passes to the purchaser with this contract. Purchaser assumes the unavoidable risks inherent with horse related breeding 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 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 \_\_\_\_\_

Shipping Method Preferred - FedEx \_\_\_\_\_ UPS \_\_\_\_\_ Other \_\_\_\_\_

Shipping Company account number \_\_\_\_\_

**Un-returned Frozen Semen Shipping Containers** - The shipping containers belong to Dr. Gerry Longworth of Outwest Stallion Station. This information is being collected for un-returned shipping containers.

Credit Card # \_\_\_\_\_ Security Code \_\_\_\_\_ Expiration Date \_\_\_\_\_

Visa \_\_\_ MC \_\_\_ Signature \_\_\_\_\_

**Please return one copy of this contract to Mountain View Paint Horse Ranch at the address below and keep one copy for your files.**