



Frozen Semen Only

This stallion service contract is for the breeding season of 2009 for the APHA Stallion named ^{NFR} Wiconi Warrior, APHA # 776018, 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 _____

- A licensed veterinarian must inseminate the mare. Purchaser may not substitute another mare for breeding without the prior, written consent of MVPHR.
- Stallion services will be provided to only healthy mares in sound breeding condition
- 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 incentives 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 \$1500 US Dollars is due prior to the 1st shipment. This fee, along with the booking fee, is for the stallion’s services.
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. 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 applies.
5. 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. There will be a maximum of 2 shipments of 16 straws per contract.

Shipments – Requests for semen shipments are filled as received, subject to the ranch veterinarian’s approval. Shipments will be coming from Dr. Longworth at Outwest Stallion Station, Phoenix, AZ. (www.outweststallionstation.com)

- Requests for semen must be made by 8:00pm Arizona Time by calling Dr Longworth at 480.250.8439 two days preceding shipment (ie – requests for semen shipped on Monday morning must be made by Saturday night)
- Call MVPHR at 602.882.0868 or 602.820.7801 to confirm your request for semen.
- The breeding season will run all year in 2009.
- Purchaser 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 2010 breeding season under the following conditions

- Live Foal Guarantee- Only applies to confirmed OLWS (-) mares. 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 1st 24 hours, a return half price breeding will be guaranteed the following year only. This certificate should be provided to prior to December 31 of the breeding year.



- 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 – Only applies to confirmed OLWS (-) mares. 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 shipments. Guarantee applies for the initial breeding only and does not apply to re-breedings, free / donated or auction breedings.

The Stallion – The stallion was gelded for show purposes in December 2006 and may or may not be owned by Mountain View Paint Horse Ranch LLC at the time of the contract or in a subsequent year. MVPHR will continue to own breeding rights independent of the actual horse ownership. Wiconi finished 4th at the 2007 World Show in the 3 Year Old HUS Challenge. His full brother finished 10th in the 2 Year Old HUS Class.

Non-Assignment – This agreement cannot be transferred or assigned by the purchaser. There shall be no right to a re-breed to the stallion is 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 at a cost of 50% of the original breeding fee, or \$750 on free / donated & auction breedings.

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 – Responsibility for insurance passes to the purchaser with this contract. Purchaser assumes the unavoidable risks inherent with horse related 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 such 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.