

Flying H Ranch

15905 Bowman Rd, Cottonwood, CA 96022 (530) 347-7664

STALLION SERVICE CONTRACT

(On Farm or Shipped Semen)

TIVIO LEO REED

AQHA #2,987,186 ABRA #T9583

I _____, herein after referred to as "MARE OWNER", hereby request a reservation to the STALLION, TIVIO LEO REED, AQHA #: 2,987,186 standing at the Flying H Ranch/Kris Higgins' hereinafter referred to as Flying H Ranch. Whereas, MARE OWNER, owns/leases the MARE named _____ Reg. #: _____. MARE OWNER wishes to breed said MARE to said STALLION during the 2010 breeding season.

BREEDING FEE:

I agree to pay a breeding fee of \$ 650.00 to Flying H Ranch. This breeding fee includes a non-refundable booking/chute fee of \$250.00 due with this contract. The balance of the Breeding fee (\$400.00) is due upon delivery of my mare to Flying H Ranch or prior to shipment of semen. Mare and/or foal care, veterinary and miscellaneous expenses will be paid before the mare leaves Flying H. I understand mare care will be \$9.00 per day for a dry mare and \$10.00 per day for a mare with a foal. All breeding fees are non-refundable under any conditions.

SHIPPED SEMEN FEES:

Breeding fee includes one free shipment of semen to MARE OWNER or MARE OWNER'S veterinarian. Mare owner will pay for container shipping charges. On any subsequent shipments a \$150 collection and/or handling fee will be due before semen is shipped and all container shipping charges will be paid by Mare Owner. Checks require ten (10) days to clear. For your convenience, Master Card and Visa are accepted through www.paypal.com if you have an email account.

REFUNDABLE DEPOSIT FOR EQUITAINER™:

A \$300 refundable deposit is required to insure prompt return of Equitainer™. Flying H agrees to refund total amount of said deposit to MARE OWNER upon return of Equitainer™ without damage and all parts intact. If any parts are missing, cost to replace parts will be deducted from container deposit. A \$25 per day charge will be deducted from the deposit if said Equitainer™ is not delivered to Flying H within 4 days (excluding Sunday) from the time MARE OWNER received Equitainer™ - (i.e. shipped from Flying H on Monday, received by MARE OWNER on Tuesday, must be back to Flying H no later than Saturday). If MARE OWNER provides Flying H with his/her own Equitainer™, the \$300.00 deposit is not required.

MARE REQUIREMENTS: (PRIOR TO ARRIVING AT FLYING H RANCH)

1. I represent that the mare to be bred is halter broken and in sound breeding condition.
2. A photocopy of the mare's registration papers, must be furnished and returned with this contract. (both sides)
3. Mare may not be wearing shoes at Flying H unless approved by Stallion owner.
4. I understand that for my own protection and that of the stallion and other horses present at Flying H, my mare and/or foal must be current on worming and vaccinations before arriving at Flying H. (3-Way, Rhino-Flu, Strangles)

I expect that reasonable efforts will be made to settle the mare when present at Flying H. I understand that artificial insemination may be used in breeding my mare. The mare will be left until settled or returned as many times as necessary during the breeding season.

SHIPPED SEMEN REQUIREMENTS:

1. All parties agree that only the mare designated on this contract will be inseminated with the shipped semen and that she will carry her own foal unless indicated that she will be part of an embryo transfer program. A Breeder's Certificate will be issued following the birth of the foal, providing all bills have been paid.
2. Mare Owner certifies that the Designated Veterinarian practices reproduction as a regular part of his/her practice and is available for palpation, cultures, AI and other necessary procedures, and has consented to oversee the breeding of said mare on a regular basis. Mare Owner understands the Veterinarian's credentials, as stated above, must be approved by the Stallion Owner/Manager and that this Designated Veterinarian agrees to the following conditions:
 - a.) Will examine Said Mare within 45 days prior to semen shipment and certify in writing that the Mare is free of infection and is in good breeding condition.
 - b.) Will mail/fax written results of a uterine culture taken within 45 days of semen shipment to the Stallion Owner. Culture must be processed by a certified laboratory. First shipment of semen will not be sent unless a) and b) have been completed and sent to the Stallion Owner/Manager.

- c.) The provisions of a) and b) must be repeated for any Mare failing to settle within two cycles after shipment of semen has commenced.
 - d.) Will examine Said Mare for pregnancy 16 to 18 days after insemination and again 35-55 days after insemination and mail/fax results to the Stallion Owner/Manager.
 - e.) Failure to conform to the above will nullify all guarantees and no further semen will be shipped.
3. I understand that the burden of conception is placed almost entirely on me, the mare owner, and my veterinarian or technician. I understand that the mare must be bred immediately, on the same day semen is received by the Designated Veterinarian and proper methods of handling must be used.
 4. I understand that all requirements of applicable breed registries must be fully complied with. I will pay all costs of DNA testing of my mare and foal, registration fees, any permits or miscellaneous fees that are applicable. In the event of overseas shipments I will also pay for all required tests and miscellaneous fees for the stallion.

I understand that the stallion has been DNA tested. The sperm count, motility/collection and packaging process meets or exceeds the industry standards. Flying H Ranch assumes responsibility only to ship enough extended semen (in viable condition at the time of collection) that the mare owner should receive at least 500 million progressively motile sperm within a 24 hour delivery time.

REQUEST FOR SEMEN:

Flying H Ranch agrees to provide MARE OWNER semen when requested (per paragraph above "Shipped Semen Requirements). Depending upon availability, at least two insemination doses will be provided. Semen shipments will be filled in the order they are received. Shipments will be insured to cover only Equitainer™ replacement and collection fee costs. Flying H Ranch shall not be held liable for delays in the delivery of semen or semen that is lost in shipment or mishandled in any manner once it leaves the possession of Flying H Ranch.

1. I must get permission from the Stallion Owner/Manager prior to inducing heat cycles and coordinate all semen shipments in advance.
2. Flying H Ranch must be notified the day the mare comes into heat.
3. Flying H Ranch must receive request for semen by 4 p.m. Pacific Standard Time the day prior to shipment. While many early-morning requests can be processed and shipped the same day, prior commitments/requests or shipping company schedules may not be ideal, making quick response difficult. Short-notice requests will always be accommodated if possible, but at the sole discretion of Flying H Ranch.

COUNTER-TO-COUNTER:

There will be an additional charge if semen is requested to be delivered to a nearby airport for counter-to-counter service. Please contact Flying H Ranch for a quote on the cost for your particular situation.

PREGNANCY CHECK:

MARE OWNER agrees to have the MARE examined by an early ultrasound scan by a licensed veterinarian between 14 and 18 days from the last day inseminated and again between 35-55 days by Designated Veterinarian and notify the Flying H Ranch of her pregnancy status immediately.

LIVE FOAL GUARANTEE:

If the MARE does not settle or produce a "live foal" (one that stands and nurses or is hand fed for a period of 72 hours), Flying H agrees to rebreed the same MARE or an approved substitute the following year only on the terms and conditions provided in this contract without payment of any further breeding fee, but upon payment of mare care and /or foal care and a \$250 chute/handling fee and any other regular expenses. It is agreed that this provision will be of no further effect if the MARE is taken to any other STALLION before returning to the above-named STALLION. The live-foal guarantee is valid, ONLY if MARE OWNER has properly maintained the health of the MARE, and verifies the MARE'S pregnancy loss, stillbirth, or newborn foal's death by providing Flying H with an original, signed and dated veterinary certificate, on the veterinarian's own practice stationary.

REGISTRATION OF FOAL:

Flying H agrees to execute all necessary documents for the registration of the foal resulting from the breeding. Flying H will not be responsible for registration or DNA testing fees for the foal.

COLOR GUARANTEE:

If the foal from this breeding is not of color (i.e.: buckskin, palomino, black, grullo, dun, roan, or gray) then MARE may be booked to Tivio Leo Reed the following year and receive a Fifty Percent (50%) discount off following years breeding fee.

TERMINATION:

Either party may terminate this Contract for failure of other party to meet any terms of this contract. In the case of any default by one party, the wronged party shall have the right to recover reasonable attorney's fees and court costs as a result of said default. If the STALLION should die, become unfit for service, be sold, or leased, MARE OWNER will be able to select another STALLION currently standing and owned/leased/managed by Flying H. If no substitute STALLION is available any breeding fee paid will be refunded. If MARE dies or becomes unfit to breed before producing a live foal, then MARE OWNER may substitute another MARE approved by Flying H.

CONTRACT IN FORCE:

When Kris Higgins signs, dates, and returns a copy of this contract to MARE OWNER, it will become the binding contract of both parties. This contract is not transferable or assignable by either party hereto without the expressed written consent of the other. In the event the MARE is sold or otherwise disposed of prior to the birth of the foal, the

