

**NIGHTSTAR RANCH**

1189 Lloyds Rd, Little Elm, Texas 75068  
972-294-6818 or 972-571-4934  
Vickie Neumann, Owner/Manager

**STALLION SERVICE AGREEMENT FOR SHIPPED SEMEN**

This breeding Agreement is for the breeding season 2010, and is by and between Nightstar Ranch, hereinafter designated as Breeder and \_\_\_\_\_, hereinafter designated as Mare Owner. Mare owner requests one service to APHA stallion, **CHEROKEE IMAGE TOO**, registration #657295.

Mare to be bred: Name: \_\_\_\_\_  
Breed Reg#: \_\_\_\_\_  
Age of mare: \_\_\_\_\_  
Last foaling date: \_\_\_\_\_

1. **Stallion Service Price:** Mare owner agrees to pay to the Stallion Owner the fee of \$800. This includes the non-refundable booking fee of \$150 payable with this contract, and the balance of the fee is due prior to first order of semen. A photo static copy of Mare's registration papers, front and back, shall be furnished to the Breeder with this contract. IF BOOKING FEE IS PAID PRIOR TO FEB.1<sup>ST</sup>, 2010, BREEDING FEE IS ONE-HALF ORIGINAL PRICE. BREEDING FEE WILL HAVE TO BE PAID IN FULL, AS WELL AS SHIPPING FEES, PRIOR TO FIRST SHIPMENT OF SEMEN. (SEE #2 BELOW)

2. **Semen Shipping Fees:** In addition to the stallion service price set forth above, Mare Owner agrees to the following for each shipment: Pay Breeder before first shipment a transported cooled semen fee of \$300 to cover cost of collecting, handling, over-night shipping, and disposable shipping container. Each additional shipment will be at a cost of \$200 per shipment. Mare Owner has the option of returning the container, undamaged, with all parts included, for a \$75 credit.

3. **Ordering Cooled Semen:** Semen must be ordered a minimum of 24 hours prior to shipment.

Semen is available on a priority basis per the following:

- A. Mares at the Ranch will be serviced first.
- B. Mares whose veterinarian has made arrangements and kept Breeder up to date on Mare's progress.
- C. Mares whose veterinarian calls at the last minute are considered late orders and are not guaranteed.

Recommended Protocol: Your Veterinarian should contact us when he detects initial start of heat, when he estimates the day of ovulation, and again when he wants semen to arrive. All shipments will be sent Federal Express/UPS overnight/ or Priority Mail.

Airport to Airport service is not currently available. No shipments will be made on Sundays.

4. **Conditions:**

- A. Semen shall be provided only to healthy mares in sound breeding condition as determined by a Veterinarian. Attending Veterinarian must

- be skilled with Shipped Semen.
- B. In the event the Mare is barren or open, Breeder recommends a Uterine Culture. Uterine infection will prevent pregnancy.
  - C. Only the Mare designated in this Contract will be inseminated with the shipped semen. Mare Owner may not substitute another mare without written consent of Breeder. Embryo transfers are prohibited.
  - D. A Post-breeding pregnancy exam must be done 14-18 days after insemination by Ultrasound, by a Veterinarian to determine pregnancy status. Breeder must immediately be notified of status. If the Mare is pregnant: Additional Ultrasound exams must be repeated at 30-35 days and again at 60-70 days. If the Mare is Barren: Mare Owner must keep Breeder up to date for next shipment, following above protocol.
  - E. The Mare Owner is entitled to a maximum of 2 shipments per estrous cycle, for no more than 4 cycles per breeding season. If after 4 cycles the Mare does not conceive, the Mare must be brought to the Ranch to be bred, no exceptions and Mare Care of \$10/day will apply. Should Mare Owner decide to send mare to the Ranch, she will be bred through the current breeding season only. Shipped Semen is scheduled to be available from February 15th through June 30th of 2009 season. Mare Owner understands that the stallion fee is for the current breeding season. Should the mare fail to conceive, Mare Owner will pay an additional fee of \$100 per semen shipment in the subsequent breeding year. This fee will apply in addition to any other collection or shipping costs that apply.
  - F. Mare Owner agrees that chilled semen requires special handling and that attempts to breed any mare outside controlled conditions of a vet clinic or equine reproduction center can greatly reduce, and in some cases, prevent chances of conception.
  - G. Mare Owner understands that the burden of conception is placed on the Mare Owner, Veterinarian, Technician or Insemination Station. It is understood that the Mare be inseminated immediately, on the same day semen is received, and proper methods of handling must be used. Any and all vet bills and expenses arising from the care, management, and inseminating of the Mare are the responsibility of the Mare Owner.
  - H. All requirements of applicable breed registries must be fully complied with. Mare Owner will be solely responsible for seeking registration of the resulting foal. Mare Owner will pay all costs for DNA testing of mare and foal, registration fees, any permits or miscellaneous fees that are applicable.

All Insemination Certificates must be promptly sent to breed associations and back to the Breeder as required by associations. Any missing or delayed paperwork may inhibit registration of foal.

Breeders Certificate will be issued to Mare Owner after foal is born, and all fees and expenses are paid in full.

**5. Live Colored Foal Guarantee:** This contract comes with a Live Colored Foal Guarantee. A Live Foal is described as a newborn foal that stands and nurses. A Colored guarantee is due to Stallion being homozygous and genetically capable of producing tobiano coat pattern to register in APHA regular registry, but does not guarantee which color will be produced. If foal is stillborn or mare aborts/miscarries during her pregnancy, Breeder will grant a return privilege provided that a licensed Veterinarian submits a statement to Breeder within 5 days of loss of foal. The Live Foal guarantee becomes null & void if Mare Owner fails to pay all fees under this contract, or breeds/exposes the Mare to another stallion in the current breeding season,

or returns mare to extensive performance activity. Booking fee and all shipping and handling costs will be the responsibility of the Mare Owner if a re-breed occurs.

6. **Stallion/Semen:** The stallion, Cherokee Image Too, has been DNA tested and is listed with APHA for foals to be eligible for registration. The sperm count, motility, collection, and packaging meet or exceed industry standards. Breeder assumes responsibility only to ship enough extended semen (in viable condition at the time of collection) that the Mare Owner will receive at least 500 million progressively motile sperm, within a next-day delivery time. Distance may force shipment to take longer than one day.

A. In the event that the Stallion becomes unfit for breeding, dies, or is sold, contract shall become null and void, and the breeding fee will be refunded, minus the non-refundable booking fee. Any unpaid fees or expenses owed by the Mare Owner will be deducted from the refund.  
REFUNDS WILL NOT BE GIVEN FOR ANY OTHER REASON.

B. Resulting foals of **Cherokee Image Too are eligible for TPHBA, PSBA Futurities & Derbys, and Speedhorse futurities and derbys. Additional futurities and Derbys may be added at future dates.**

7. **Substitute Mare:** In the event of death or incapacity of the mare, Mare Owner shall be allowed to breed a substitute mare to the Stallion, provided that the Breeder has given advanced approval of the substitute in writing.

8. **Legal Dispute:** Any legal dispute arising from this contract will be arbitrated under the laws and jurisdiction of the County of Denton, the State of Texas. Mare Owner agrees to pay Breeder costs and expenses, including attorney's fees, if Mare Owner has breached any material term of this agreement.

9. Mare Owner certifies that he/she is the sole owner of the Mare and has full authority to enter into this agreement. If joint ownership exists, all owners must sign this contract. If this Mare is leased, a copy of the Lease Agreement must be provided to the Breeder.

10. EVA testing, Negative Coggins, and required vaccinations of Cherokee Image Too will be completed prior to shipping of semen.

Please read the above terms and conditions carefully. When the Mare Owner signs and returns this contract to the Breeder, and it is approved by Breeder, it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full. This contract is not transferable or assignable to any other party other than the signed Mare Owner(s). If ownership of the mare changes prior to live foal being produced, all guarantees become null and void.

Other Conditions/Guarantees:

\_\_\_\_\_

Mare Owner \_\_\_\_\_

Owners Address \_\_\_\_\_

City/St/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Veterinarian \_\_\_\_\_

Name of Clinic \_\_\_\_\_

Phone (day) \_\_\_\_\_

Office Hours \_\_\_\_\_

Phone (eve) \_\_\_\_\_

Email \_\_\_\_\_

Email address \_\_\_\_\_

Shipping Address \_\_\_\_\_

Other CBR# \_\_\_\_\_

Is this Mare Insured?

If yes, Company Name/Policy# \_\_\_\_\_

I have read and fully understand the above agreement. (Any changes or amendments to this contract must be done in writing.)

Mare Owner Signature \_\_\_\_\_

Date \_\_\_\_\_

Stallion Owner/Breeder Signature \_\_\_\_\_

Date approved \_\_\_\_\_

**\*\*COPY OF APPROVED CONTRACTS WILL BE SENT BACK TO MARE OWNERS\*\***