

Trout Creek Ranch, LLC
3643 North Fork Highway
Cody, Wyoming 82414
Cory Williams, Ranch Manager
 Telephone (307) 527-5760
 Email: troutcreekranchwy@gmail.com

STALLION SERVICE & COOLED SEMEN CONTRACT

This contract is made between Trout Creek Ranch, LLC, and the mare owner(s) listed below, in consideration of the mutual promises outlined herein, under the following terms and conditions:

Mare Name: _____ Reg. No.: _____

Stallion: Playgun Chex, Reg. No. 4196406 Owner: Trout Creek Ranch, LLC

Fees payable by the mare owner in addition to other fees listed herein:

\$950.00 – Stallion Service Fee (\$300.00 is a non-refundable booking fee)
 \$250.00 -- Chute fee (for shipped semen only)

- (1) Breeding Season. Trout Creek Ranch, LLC has reserved one breeding in the 20__ season to the stallion for the cover of the mare. Breeding season begins March 1st and ends July 1st.
- (2) Charges. The mare owner agrees to pay the stallion service fee including the non-refundable booking fee, chute fee and all other fees outlined below before the mare is bred. All breeding will be by artificial insemination. If subsequent collections are required to settle the mare chute fee will apply to each collection and shipment.
- (3) Semen Ordering. Requests for semen must be made 48 hours prior to shipment and confirmation made by 8:00pm Mountain Time on the day preceding shipment. No semen can be shipped on Saturday, Sunday, or legal holidays. Cancellations must be received before 8:00am Mountain Time on the day of shipment. Semen will be shipped to the address provided on shipped semen information sheet. All address changes will be the sole responsibility of the mare owner. All fees must be received prior to semen shipment.

Trout Creek Ranch, LLC assumes responsibility to ship semen in viable condition to the designated location and shall not be responsible for contamination of semen during or after shipment, loss or liability or costs arising from shipments delayed, damaged or lost in transit. Trout Creek Ranch, LLC agrees to process each ejaculate so as to optimize 24 hour post cool motility and subsequent fertility.

- (4) Cooled Semen Handling. The mare owner is responsible for the breeding mare and must comply with breed registry requirements. The mare owner agrees that a licensed veterinarian or competent mare management facility that is qualified and experienced in the use and handling of shipped semen will inseminate the mare. The mare owner agrees to have mare inseminated within 24 hours, but not more than 48 hours after collection from the stallion. The mare owner agrees to use all the semen for the mare named in this contract and no other. The mare owner acknowledges and understands that the artificial insemination of the mare will not occur on the premises owned by Trout Creek Ranch, LLC, and the mare owner shall be required to make all arrangements with his/her veterinarian for the insemination at another location.
- (5) Veterinarian Fees and Other Expenses. The mare owner is responsible for all veterinary costs associated with artificially inseminating the mare.
- (6) Conditions. The mare owner, whose signature appears below, warrants that he/she is the owner of record, lessee or authorized agent of the above named mare. The mare owner represents to stallion manager that mare is healthy and in sound breeding condition. The mare owner agrees to provide a copy of registration papers with this contract.
- (7) Return Breeding Right (Live Foal Guarantee). Trout Creek Ranch, LLC guarantees a "live foal" only under the terms and conditions outlined in this paragraph. A live foal is one that will stand and nurse unassisted. Should the mare abort or the foal be born dead, Trout Creek Ranch, LLC should be notified within 48 hours and a veterinarian's certificate shall be delivered to Trout Creek Ranch, LLC within 20 days or the Live Foal Guarantee shall be null and void. In the event no live foal results from the first breeding, the mare owner has the option of breeding the mare the following breeding season only on the same terms and conditions set forth herein. A replacement mare may be substituted at the stallion owner's discretion. Only two rebreeds will be allowed. Trout Creek Ranch, LLC shall have no further responsibilities under this Live Foal Guarantee, and shall have no further responsibility whatsoever if the stallion becomes unfit for service for any reason.
- (8) Stallion Breeding Soundness. It is understood that should stallion become unfit for service, this contract shall become null and void and the stallion service fee shall be refunded to the mare owner. The booking fee is nonrefundable.
- (9) Breeders Certificates. Breeder's certificates will be issued when Trout Creek Ranch, LLC has been notified mare has foaled and all bills incurred by the mare owner have been paid. The mare owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.
- (10) No Liability for Injury to Mare. The mare owner acknowledges that Trout Creek Ranch, LLC, its agents, employees, or representatives shall not be responsible for any disease, injury, death, theft, or accident to the mare (and foal, if any).

- (11) Disclaimer of All Warranties. **TROUT CREEK RANCH, LLC HEREBY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, WITH RESPECT TO THE HEALTH, CONDITION, AND FERTILITY OF THE STALLION DURING THE COURSE OF THE BREEDING SEASON AND SPECIFICALLY DOES NOT WARRANT THE MERCHANTABILITY OR FITNESS FOR ANY PURPOSE DURING THE COURSE OF THE BREEDING SEASON OF THE SEMEN PURCHASED UNDER THIS AGREEMENT, OR THE RESULTING FOAL (IF ANY). THE SOLE REMEDY OF THE MARE OWNER UNDER THIS CONTRACT IS THE REMEDY OUTLINED IN PARAGRAPH SIX HEREIN.**

- (12) Entire Agreement. This is the entire agreement between the parties. This agreement may not be amended without the written agreement of both parties.

- (13) Governing Law. Any dispute related to this contract will be governed by the laws of the State of Wyoming without regard to its Conflicts of Laws principles; with jurisdiction and venue of any dispute in Park County, Wyoming. The party who fails to follow the terms of this agreement shall pay the reasonable attorney fees and court costs of the party who has complied with this agreement in the event any party must use legal action to enforce the terms of this agreement.

DATED this _____ day of _____, 200_____.

Printed Name or Names of the Mare Owner(s)

Signature(s) of the Mare Owner(s)

Trout Creek Ranch, LLC

By: _____
Manager

Please complete this form with shipped semen information sheet, copy of mare's registration papers, and booking fee. Return to Trout Creek Ranch, LLC at the address listed on the first page of the contract, Thank you!

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SHIPPED SEMEN INFORMATION SHEET

OWNER INFORMATION:

Name _____

Address _____

City _____ State _____ ZipCode _____

Phone (Home) _____ Phone (Work) _____

Cell Phone _____

MARE INFORMATION:

Registered Name _____ Breed _____

Registration # _____ Stallion breeding to _____

Approximate date of semen shipment _____

BREEDING FACILITY/VETERINARIAN INFORMATION:

Name _____

Contact _____ Phone _____

SHIPPING INFORMATION FOR FED-EX OR UPS OVERNIGHT DELIVERY:

Fed-Ex _____ UPS _____ (please check one)

Recipient Name _____ Phone _____

Street Address _____

City _____ State _____ ZipCode _____

Semen will be shipped to the address provided on this sheet. All address changes will be the sole responsibility of the mare owner. All information above is accurate to the best of owner/agent's knowledge.

Owner/ Agent Signature _____

Please complete this form with breeding contract, copy of mare's registration papers, and booking fee. Return to Trout Creek Ranch, LLC at the above address, Thank you!