

SHIPPED SEMEN CONTRACT
Rodrock Ranches
PO Box 25390, Overland Park, KS 66225 (913) 533-4007
Joe Jeane, Manager (940) 372-8553

This Shipped Semen Contract is made as of this _____ day of _____, 201____, by and between: Rodrock Land Company, Inc. d/b/a Rodrock Ranches, a Kansas Corporation (referred to herein as "Breeder") and _____ whose address appears below (referred to herein as "Mare Owner"). Breeder is the owner of and Breeder for the Stallion **CERTAIN POTENTIAL**, AQHA Registration # **3446358** (referred to herein as " Stallion"), and Mare Owner wishes to obtain one service to Stallion for the mare _____ AQHA Registration # _____ (referred to herein as " Mare") for the 2012 breeding season. In consideration of the mutual promises, consideration, covenants and representations of the Parties to this Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

FEES & EXPENSES. The Breeding Fee for the Stallion is \$_____.00 (USD). The Breeding Fee shall be paid as follows: A non-refundable booking fee of \$ **750**.00 (USD) is due from Mare Owner upon signing and return of this Contract and the balance of \$_____.00 (USD) is due upon the earlier of delivery of an invoice by Breeder to Mare Owner or the shipping of the semen. If a rebreed occurs, a \$250.00 fee will be charged.

SHIPPING FEES: The first next day shipment of Domestic Cooled Shipped Semen is included with a paid breeding fee. Any subsequent shipments must be paid in advance as follows:

- a. FedEx or UPS next day delivery: \$275. 00 per shipment;
- b. Airport Counter to Counter same day delivery: \$350.00 per shipment;
- c. Semen picked up at the Ranch: \$100 per pickup;
- d. If an Equitainer is used a \$300 deposit will be charged;
- e. International charges by quote only.

LIVE FOAL GUARANTEE. Mare Owner is guaranteed one live foal for Mare once she has been certified by a licensed veterinarian to have settled. A "live foal" shall be defined as a foal that stands and nurses and lives for 24 hours. If a live foal does not result from the breeding, the Mare Owner is entitled to a rebreed the following season, with payment of the \$250.00 rebreed fee, provided, that Mare Owner provides Breeder written notification from a licensed veterinarian certifying that Mare has slipped or produced a non-viable foal, within one week of such slippage or non-viable birth. If Mare does not produce a live foal during the next season, Breeder, may in its sole discretion, allow Mare Owner to substitute another mare, subject to all the terms and conditions of this Contract, or decline further rebreeds and refund \$_____, at the sole discretion of the Breeder. Unless approved in writing the Live Foal Guarantee shall be void and Breeder released from liability if Mare is sold prior to foaling. Breeder strongly recommends that Mare Owner administer Rhino Pneumonitis vaccine according to the manufacturer's recommendations during the Mare's pregnancy. The Live Foal Guarantee shall be conditioned upon Mare Owner's compliance with all conditions set forth in this Contract.

BREEDING SEASON. The Breeding Season as used in this Contract shall refer to the period from February 1 to July 30 of the Breeding Season specified in this Contract.

DEATH OR DISABILITY OF STALLION. It is further understood that should Stallion die or otherwise become unfit for service this Contract shall become null and void and the breeding fee will be returned by the Breeder, less the booking fee.

ASSIGNMENT. Mare Owner may not sell or assign this Contract without the prior written consent of Breeder. There shall be no substitution of mares without the express written consent of Breeder. Any attempt to assign or substitute without the prior written consent Breeder will terminate this Contract and release Breeder from all obligations contained herein.

REGISTRATION PAPERS. Mare Owner shall provide Breeder a copy of Mare's registration papers (front and back) at the time of returning a signed copy of this Contract. If Mare is leased a copy of the lease shall accompany Mare's registration papers. The Owner or Lessee of record with the relevant breed association shall be the owner recorded on the Stallion Breeding Report and on any subsequent Breeder's Certificate.

BREEDER'S CERTIFICATE. A Breeder's Certificate produced by the appropriate breed association will be issued to the Mare Owner as shown on the Mare Registration Papers or lease agreement, after all fees and expenses have been paid in full and upon notification to Breeder's ranch of the birth of the foal.

COOLED SEMEN: The responsibility for conception is on the Mare Owner, therefore a qualified, experienced person, competent in the use and handling of cooled semen should perform the insemination of the Mare. Breeder in its sole discretion may refuse to ship semen if Breeder believes the insemination is not proper or Mare is not healthy. Breeder reserves the right to request a negative uterine culture and/or a uterine biopsy be performed prior to shipment of semen. Mare Owner agrees to perform the insemination within twenty four (24) hours of receiving the semen.

WARRANTY. NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS CONTRACT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR IS DELIVERED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS IS GIVEN BY THIS CONTRACT. MARE OWNER ACKNOWLEDGES THAT THE USE OF COOLED SEMEN IS AN EMERGING TECHNOLOGY THAT THE BREEDER CANNOT GUARANTEE IN ANY RESPECT.

LIQUIDATED DAMAGES. As between Mare Owner and any of the Breeder, should any dispute arise that is not otherwise governed or covered by a provision in this Contract, including, but not limited to, a dispute alleging that Breeder has breached this Contract, the Parties hereto specifically agree that Mare Owner's damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to an amount equal to the Breeding Fee specified herein .

VENUE AND JURISDICTION. All disputes related to this Contract shall be governed by the laws of the State of Kansas. Mare Owner agrees that jurisdiction and venue of all such disputes shall be in Johnson County, Kansas.

ADDITIONAL PROVISIONS. All rights and responsibilities between the parties for the current breeding season are set forth in this Contract. This Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. This Contract constitutes the entire agreement of the Parties hereto concerning the matters contained herein and supersedes all other agreements or understandings between the Parties, whether written or oral. Any modification or purported waiver of any provision of this Contract shall be binding only if placed in writing and signed by both Parties. This Contract may be executed in multiple counterparts, each of which shall be deemed an original, all of which together shall be deemed as one and the same instrument.

The semen will not be shipped without a fully signed copy of this Contract as well as the appropriate documentation having been received and approved by Breeder.

The invalidity of any portion of this Contract as may be determined by a court of competent jurisdiction will not and shall not be deemed to affect the validity of any other provision. If any provision of the Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

IN WITNESS WHEREOF, the parties affix their signatures as of the day, month and year first written above.

Breeder: Rodrock Ranches

Signature

Capacity

Mare Owner: _____
Signature Date

Print Name

Address City,State,Zip

Phone Email