

# SKYS BLUE BENTLY

## Shipped semen contract

This three page agreement (the "Agreement"), made and entered into on this date/month/year \_\_\_\_\_ by and between Riverside Ranch Agent for the stallion Skys Blue Bently and \_\_\_\_\_, Mare Owner or Mare Lessee ("Mare Owner") (collectively, the "Parties"). All rights and responsibilities between the Parties for the \_\_\_\_\_ breeding season are as follows:

1. Mare Owner agrees to breed the mare named \_\_\_\_\_, Registration # \_\_\_\_\_, Breed \_\_\_\_\_, secondary registration # \_\_\_\_\_ secondary Breed \_\_\_\_\_ (the "Mare") to the stallion, Skys Blue Bently during the \_\_\_\_\_ breeding season commencing February 1, \_\_\_\_\_, and ending July 15, \_\_\_\_\_. Mare Owner agrees to pay the following fees before shipment.
2. FEES: ALL FEES MUST BE PAID PRIOR TO SERVICES.
  - \_\_\_\_\_ Non-refundable booking fee \$500
  - \_\_\_\_\_ Breeding fee remainder \$750.
  - \_\_\_\_\_ Breeding fee remainder show or produce record or Return Customer \$125.
  - \_\_\_\_\_ Shipped semen via Federal Express, per shipment (lower 48 states) \$250 + freight
  - \_\_\_\_\_ Shipped semen via Federal Express, per shipment (Canada) \$250 + freight +  
Vet permits and any other costs related to usda and Canada paperwork / shuttle
  - \_\_\_\_\_ Frozen Semen 350 + Freight (Vapor shipper is a non-disposable container) with  
A \$35. Per day rental from day of departure until day of return.
  - \_\_\_\_\_ Pick up semen at Ranch (your container) \$175.
  - \_\_\_\_\_ Re-breed booking/office fee \$350.
  - \_\_\_\_\_ \$100. Office fee applies if booking fee and or breed fee are waived gifted, donated, auctioned
  - \_\_\_\_\_ Private treaty \_\_\_\_\_
4. MULTIPLE FOALS: The payments provided in paragraph 2 are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, MARE

OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without such additional payment.

5. **WARRANTY. The Agreement is Non-transferable.** No warranty whatsoever, express or implied, shall accompany a breeding under this Agreement. Riverside Ranch does not guarantee delivery of shipped semen within a certain time period nor will guarantee that shipped semen safely reach the insemination point. Riverside Ranch does not guarantee that semen will arrive without losing some of its integrity, quality or characteristics. Riverside Ranch will send one dose of industry standard cells with appropriate information concerning progressive motility numbers at time of dispatch. Riverside Ranch is not responsible for the handling process of the semen after its departure from Riverside Ranch. A second dose will be provided if available on a first order basis. All semen shipped by any method shall be tested by Riverside Ranch and a control sample shall be maintained at Riverside Ranch. We always do our best to send two doses and it is rare that we are not able to do so.
6. This Agreement shall be construed in accordance with the laws of the State of Washington and will inure to the benefit of the heirs, personal representatives, successors, and permitted assigns of the Parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Washington and to Snohomish County in particular. All venue objections are waived. Should RR resort to legal action to enforce the terms of the Agreement, RR shall be entitled to all legal fees, cost and expenses should a dispute arise between the Parties.
7. This Agreement represents and constitutes the entire agreement between the Parties. This Agreement shall not be altered unless in writing and accompanied by the signatures of both Parties. The Parties signing below represent that each is fully authorized to execute this Agreement.
8. If Stallion dies, or is sold or becomes incapable of servicing mares for any reason and mare has not been bred, all fees accrued will be due and the Parties to this Agreement will be released from any further liability. Mare owner has the option to breed to another stallion owned by stallion owner or Riverside Ranch at any time or in future.
9. The Mare will not be bred to the Stallion until a fully executed copy of this Agreement with accompanying documentation is received by Riverside Ranch.
10. **LIVE FOAL GUARANTEE:** "Live Foal" is defined as a foal born alive that stands and nurses. It is understood that if the Mare proves barren, aborts her foal, or if the foal is stillborn or otherwise does not meet the definition of "live foal", Mare Owner is guaranteed a return breeding in the following season for a re-breed booking fee. We want you to get your baby that is our goal. We do not need proof of your misfortune and we are sorry for any loss, just contact us for special arrangement's such as mare replacement or re-breed.

11. BINDING EFFECT: This Agreement shall become binding when: a) Mare Owner has paid the Booking Fee and sent to Riverside Ranch a signed copy of this Agreement together with a copy of the Mare's Certificate of Registration and, where applicable, documents concerning the lease of the Mare, and b) Riverside Ranch accepts and so notifies same to Mare Owner.

**Credit Card Information** The booking fee or office fee will be charged upon receipt of Agreement. All other fees will be charged before shipment of semen departs. A 4% fee will also apply.

Please charge my credit card for all fees incurred in breeding my mare via shipped semen.

VISA \_\_\_\_\_ MASTERCARD \_\_\_\_\_ DISCOVER \_\_\_\_\_ Phone \_\_\_\_\_

Name on Card (print) \_\_\_\_\_

Signature \_\_\_\_\_

Billing statement address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Card # \_\_\_\_\_ Exp. Date \_\_\_\_\_ 3 # on back of card \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Riverside Ranch Stallions  
By Cindy McCraw (Agent)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Mare owner

**RIVERSIDE RANCH • 34515 140<sup>th</sup> ST SE • SULTAN, WASHINGTON 98294**

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