

SIERRA BLANCA EQUINE  
P.O. BOX 602  
RUIDOSO DOWNS, NM 88346  
575-378-0043

PHYSICAL ADDRESS: 27052 Hwy 70 Buckhorn Loop, Ruidoso Downs, NM 88346

DATE: \_\_\_\_\_

COOLED SEMEN BREEDING CONTRACT

1. **Breeding Privilege:** The Stallion Owner hereby reserves for the benefit of the Mare Owner on breeding to the Stallion during Breeding Season to be fulfilled by the Stallion Owner shipping to the Mare Owner sufficient cooled semen to breed the Mare in accordance with the terms of this Breeding Contract and that the rules of the applicable registration organization. In consideration of such reservation, the Mare Owner has paid to Kim Saunders (Sierra Blanca Equine) with this Breeding Contract the Booking Fee, which is non-refundable and will be applied against the Stallion Service Fee. If not used during the Breeding Season, the breeding privilege will lapse on the final day of the Breeding Season.
2. **Mare:** The Mare Owner represents the Mare is healthy and in sound breeding condition and registered with the designated registration organization. The Mare Owner agrees to furnish a copy of the Mare's registration papers.
3. **Charges:** The Mare Owner and any individual executing this Agreement jointly and severally agree to pay Kim Saunders (Sierra Blanca Equine): a) the Booking Fee; b) The Stallion Service Fee; c) a semen handling fee at Sierra Blanca Equine's published rate for each shipment of semen; d) all shipping charges for each shipment of semen, including, without limitations, courier charges, shipping charges and insurance charges; and e) all costs and expenses incurred by Sierra Blanca Equine or Stallion Owner (including reasonable attorney fees) in connection with the enforcement of the Agreement. The foregoing amounts must be paid and received prior to the shipment. All other charges including the replacement cost of any shipping container not returned to Sierra Blanca Equine in satisfactory condition, will be invoiced and payable on a monthly basis. All invoiced amounts which are paid after 30 days will bear interest at the rate of 1.5% per month. The Mare Owner hereby grants and Sierra Blanca Equine and the Stallion Owner will be entitled to claim and enforce a lien and security interest covering the Mare and all registration papers and documents relating thereto until all charges hereunder are paid in full. IN NO EVENT WILL COOLED SEMEN BE SHIPPED UNLESS ALL CHARGES DUE AND PAYABLE HEREUNDER HAVE BEEN PAID IN FULL.
4. **Shipment:** Sierra Blanca Equine sole obligation under this Breeding Contract is to use reasonable efforts to ship sufficient semen for one breeding or receipt of a Shipment Request (as hereafter defined). The parties acknowledge that: a) Sierra Blanca Equine will prefer on farm breedings over off farm breedings; and b) the shipment and use of semen is subject to a number of conditions beyond the control of the parties so the cooled semen may not be received when the Mare is ready to breed. In the event that the number of mares needing bred on a given day exceeds the Stallion semen capabilities, SEMEN WILL NOT BE SHIPPED. Accordingly, the Mare Owner acknowledges that semen may not be shipped in compliance with the Shipping Request, may or may not be received by the Mare Owner in the time period or condition necessary to successfully breed the Mare, and/or available when the Mare is ready to breed. The Mare Owner hereby disclaims and releases Sierra Blanca Equine and the Stallion Owner from any and all liability, damages, claims, causes of action or losses with respect to the breeding of the Mare, and the shipment or collection of the semen (including consequential damages, lost breeding opportunities or lost profits). The Mare Owner irrevocably agrees that the Mare Owner's sole recourse against Sierra Blanca Equine or the Stallion Owner with respect to the performance or nonperformance of this Breeding Contract is a return of the Stallion Service Fee less the Booking Fee.
5. **Mare Owner:** The Mare Owner will be responsible for all facets of breeding the Mare, including without limitations, preparing the Mare for breeding, preparing its semen for breeding conduction the breeding and post-breeding care. The Mare Owner agrees the Mare Owner will utilize a licensed veterinarian with expertise in cooled semen to perform the insemination of the Mare and the foregoing actions in accordance with accepted industry standards so as to provide a successful breeding of the Mare. The Mare Owner agrees to provide notice (the "Shipping Request") to Sierra Blanca Equine to ship the semen, identifying the Mare, certifying that the Mare is healthy and in sound breeding condition, and designation the date on which the semen should be received by the Mare Owner (which date can be no earlier than one business day after receipt of the Shipment Request by Sierra Blanca Equine). The Mare Owner agrees to use the semen shipped hereunder solely to breed the designated Mare in accordance with this Breeding Contract together with the rules and regulations of the appropriate registration organization.
6. **Live Foal Guarantee:** Subject to the conditions herein, the Stallion Owner hereby guarantees to the Mare Owner that a live foal will result from the breeding privilege hereby granted. The term "live foal" means that the foal resulting from the breeding stands alone, nurses and lives for 24 hours. If a live foal does not result from the breeding, the Mare Owner will be allowed to re-breed the Mare to the Stallion during the following Breeding Season only. At sole option of Sierra Blanca Equine, may refund the Stallion Service Fee less the Booking Fee in lieu of such return breeding or require the re-breeding to be performed at Sierra Blanca Equine. The live foal guarantee will be void and the Stallion Owner will be released from all liability hereunder unless the Mare Owner notifies Sierra Blanca Equine within 48 hours after the time of foaling or aborting that the Mare did not produce a live foal and within 14 days after such notice by the Mare Owner: a) Mare Owner certifies in writing that the foaling was an attended foaling; b) the abortion or failure of the Mare to foal is confirmed in writing by a licensed veterinarian giving the particulars require to substantiate the failure of the Mare to produce a live foal; and c) insemination of the Mare in accordance with this

Agreement is confirmed in writing by a licensed veterinarian. The live foal guarantee by the Stallion Owner will be void and the Stallion Owner will be released from all liability if the Mare is sold by the Mare Owner or the Mare is returned to race training after the Mare has been checked in foal.

7. **Certificate and Substitution:** Sierra Blanca Equine will issue a cooled semen service certificate on request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this Breeding Contract or substitute any other mare for the Mare. Any attempted assignment or substitution without prior written consent from Sierra Blanca Equine will terminate this Agreement and release the Stallion Owner and Sierra Blanca Equine from all obligations hereunder.

8. **Warranty:** No warranty or guaranty, expressed or implied, is given with respect to the cooled semen because the use of cooled semen is a new changing technology. No guarantee of delivery within a certain period or that the cooled semen will safely reach the insemination point without losing integrity, quality or characteristics given.

9. **Miscellaneous:** If is further agreed: a) at the option of the Stallion Owner, if the Stallion dies, is sold is transferred or becomes incapable of servicing mares, the Agreement will become null and void, the Stallion Service Fee (less Booking Fee) will be refunded and the Parties to this Agreement will be released from any further liability; b) the cooled semen will not be shipped until a complete copy of the Agreement has been received and approved by Sierra Blanca Equine; c) all notices hereunder will be effective when received by the party to whom sent, in writing and served by regular mail at the addresses set forth in this Agreement; d) this instrument constitutes the outline agreement between parties hereto and there are no agreements, understanding, restrictions, warranties or representations between the parties other than those set forth herein; e) the Agreement cannot be amended except in writing executed by the parties hereto; f) this instrument will be construed in accordance with the internal laws of the State Of New Mexico; g) all actions with respect to the Agreement will instituted in the courts of such state or the United States District Court for such state and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of each such court and irrevocably and unconditionally waives any objection to the venue in such court and any claim that any action has been brought in a inconvenient forum; h) the person executing this Agreement is fully authorized to execute this Agreement on behalf of the Mare Owner; I) Sierra Blanca Equine acts solely as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as Sierra Blanca Equine is designated as the manager for the care of and breeding of the Stallion.

STALLION: \_\_\_\_\_

Stallion Service Fee: \_\_\_\_\_

MARE NAME AND REG.

# \_\_\_\_\_

Approved: Sierra Blanca Equine: \_\_\_\_\_

**BOOKING FEE: \$350 TO BE RETURNED WITH CONTRACT**

**SHIPPING FEE: \$325 FEDEX \$400 FLY \$150 PICK-UP**

MARE

OWNER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

HOME PHONE: \_\_\_\_\_

BUS. PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

EMAIL: \_\_\_\_\_

OWNER/AGENT SIGNATURE: \_\_\_\_\_