

Flying Heart Ranch
ARTIFICIAL INSEMINATION
Breeding Contract

This Artificial Insemination Breeding Contract is entered into on this _____ day of _____, 20__ by and between _____, referred to as the "Mare Owner" and Flying Heart Ranch, referred to as "Breeder."

Mare Owner agrees to breed the following Mare:

Registered Name: _____
Breed: _____
Registration No: _____

to the following Stallion:

Registered Name: Mo Cash
Breed: APHA
Registration No: 440,326

Payable Fees:

Registered Breeding Fee	\$400 _____
Non-Registered Breeding Fee	\$300 _____
Breeding Special Discount	\$ _____
Any Other Discount	\$ _____
Booking Fee	(\$100)
Breeding Balance	\$ _____

subject to the following conditions:

1. The breeding fee for Stallion is referenced above, of which \$100.00 shall be payable at the time of the execution of this Contract as the Booking Fee. Said Booking Fee serves as a non-refundable deposit.
2. The breeding fee balance, referenced above, will be due and payable prior to shipment of semen. (If payment is made in the form of a personal check, Mare owner must allow ten (10) business days for check to clear prior to shipment of semen.) For your convenience, we accept payment through www.paypal.com This contract must be filled out and signed by both parties before semen is shipped.
3. Semen collection and shipment is handled by:

Select Breeders Southwest, Inc.
2982 Rock Hill Road
Aubrey, TX 76227
Phone: 940-365-2467

Semen collection and shipment fees are not included in the breeding fee. The **estimated** cost for semen collection and shipment for 2004 is \$260-\$392, payable to Select Breeders Southwest, Inc. The Mare owner is responsible for contacting Select Breeders Southwest, Inc. and paying applicable fees directly to them. The artificial collection and shipment of semen is a separate transaction from the breeding fee payable to Flying Heart Ranch.

4. Breeder agrees to furnish Mare owner two (2) shipments of semen per mare's cycle if needed. Each shipment thereafter will result in a \$100.00 fee payable to Breeder. There will be no more than four (4) shipments per Mare per breeding season. At any time during the breeding season, Mare owner may choose to bring the Mare to Select Breeders Southwest, Inc. for insemination.

5. The Mare owner represents that s/he will employ, for purposes of insemination, a qualified and experienced veterinarian in horse insemination. Mare owner further agrees to the following:
 - The mare owner or representative agrees to notify Select Breeders Southwest, Inc. and Flying Heart Ranch when the mare comes into heat.
 - The mare owner or representative must provide Select Breeders Southwest, Inc. and Flying Heart Ranch a minimum of twenty-four (24) hours notice when semen is needed.
 - The mare owner or representative must request or cancel shipment prior to 8:00 A.M. (Central Time) on the DAY THE SEMEN IS TO BE SHIPPED.

6. This Contract contains a live foal guarantee. A live foal shall be defined as a foal that shall stand and nurse without assistance and survive the first 24 hours. If the Mare aborts her foal, the foal is stillborn or said foal does not survive longer than 24 hours, a return season will be guaranteed for the following year only, provided proper notification is given to Breeder of the loss.
 - a. Proper notification shall be defined as written certification by a licensed veterinarian within 7 days from the date Mare is proved not to be in foal or loses her foal. **Failure to provide notification as set forth above shall void the live foal guarantee.**
 - b. This live foal guarantee shall not cover death of the foal due to neglect or deliberate destruction except for humane euthanasia.
 - c. The live foal guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.
 - d. Booster rhino pneumonitis vaccinations must be administered as indicated by the Mare Owner's veterinarian as the Mare progresses through her pregnancy. Failure to do this will void the live foal guarantee.
 - e. Live foal guarantee applies only if Mare is checked in foal by a licensed.
 - f. Mare Owner understands and agrees that Flying Heart Ranch shall not be held liable for the loss, abortion or death of said foal.

2. Color Guarantee. Breeder guarantees that the foal shall have sufficient color to be registered in the APHA Regular Registry in accordance with the APHA color requirements. If, under APHA color requirements the breeding results in a breeding stock foal, Mare Owner will be entitled to a return privilege with the same Mare, or an approved substitute, the following season. As proof of such color insufficiency, Breeder must be notified within 30 days of the foal's birth and receive colored pictures showing both sides of the foal. **If such statement is not received within 30 days, the color guarantee becomes null and void.**

3. The breeding season in force for this Contract shall begin February 1 and close July 1 of the year covered by this Contract.

4. A Breeder's Certificate shall be issued to Mare Owner only after Mare Owner has notified Breeder that said Mare has produced a live foal and only after full payment of all bills due on said Mare in connection with said breeding.

5. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry(s) and will pay all associated fees and/or expenses.

6. In the event of the death or sale of the stallion, a substitute stallion of the same breed will be used. If Mare Owner does not deem the substitute stallion acceptable, a refund minus the Booking Fee deposit will be given, thereby canceling this entire contract. In no other case is the breeding fee refundable.

7. Mare Owner understands that under Texas State Law, an equine professional has limitations on liability for equine activities. Mare Owner understands and accepts the risks of breeding and pregnancy and agrees to hold Breeder and all affiliated agents harmless and release from liability in connection with this breeding including, but not limited to, all injuries, death, sickness, damages, and personal property damages, including consequential damages, caused to the Mare and/or foal or losses that Mare Owner may sustain arising out of the breeding of the Mare that may accrue from any cause whatsoever during the term of this Contract.

8. Breeder agrees to hold Mare Owner and all affiliated agents harmless and release from liability in connection with this breeding including, but not limited to, all injuries, death, sickness, damages, personal property damages, including consequential damages caused to the stallion that the Breeder may sustain arising out of the breeding of the mare that may accrue from any cause whatsoever during the term of this Contract.

9. This Contract cannot be assigned or transferred and constitutes the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written Contract.
10. Mare Owner warrants being the owner or a duly authorized agent of the designated Mare and acknowledges to have had sufficient opportunity to read this entire document and understands the content. Once signed, this Contract will then be binding on both parties subject to the above terms and conditions.
11. This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of Texas. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all reasonable attorneys' fee, costs of suit and other expenses reasonably related to enforcing this Agreement.

Mare Owner's Signature: _____
Date: __/__/__

Breeder's Signature: _____
Date: __/__/__

Mare Owner: _____
Address: _____
City: _____
State: _____
Zip: _____
Phone: _____
Email: _____

Please complete and return two signed copies to Breeder. Breeder will sign and return an original to you.

Flying Heart Ranch
ATTN: Ellen Wall
6668 CR 177
Celina, TX 75009
Phone: 214-695-8898
Web site: <http://www.walltowallpaints.com>
Email: ewall@walltowallpaints.com

Checks to be made payable to: "Ellen Wall"

FOR OFFICE USE ONLY

Month Booked: _____ Fee Received: \$ _____

Received By: _____