



**Kings Creek Ranch
SHIPPED SEMEN AI
2010 Breeding Contract**



This Shipped Semen Breeding Contract is entered into on this _____ day of _____, 20__ by and between _____, referred to as the "Mare Owner" and Steve Powell, referred to as "Breeder."

Mare Owner agrees to breed the following Mare:

Registered Name: _____
Breed: _____
Registration No: _____

to the following Stallion:

Registered Name: Lenas Playboy Pepto
Breed: AQHA
Registration No: 4,754,101

Payable Fees:

Registered or Non-Registered Breeding Fee	\$850
Breeding Special Discount	\$ _____
Semen Collection	\$100 (after 1 st cycle)
Disposable Container	\$45 (after 1 st cycle)
Shipping Fee	\$ _____
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. For your convenience, we accept payment via credit card. This contract must be filled out and signed by both parties before semen is shipped.
3. Semen collection and shipment is handled by:

Steve Powell
Kings Creek Ranch
10650 CR 133
Kaufman, TX 75142
Phone Home: 972-524-3660 Cell: 972-489-5838 Work: 214-391-1142

Semen collection and shipment fees are not included in the breeding fee. The cost per shipment for semen collection and disposable container for 2010 is (collection \$100 + container \$45) \$145 , payable to Steve Powell. If the mare does not settle on first attempt, mare owner has the option to ship back disposable container (at mare owner's expense) to be reused as long as the container is in good condition and still serviceable. Steve Powell reserves the right to insist a new disposable container be purchased by mare owner if the condition of the returned container would - in any way - negatively affect the quality of the semen being shipped. The cost of shipping semen will vary, but the mare owner is responsible for the full amount. Semen can be shipped either FedEx or UPS. Mare owner must state if they have a preference (FedEx or UPS) at the time the request for the semen is made so that all efforts to

honor request can be made.

4. The mare owner must supply the full shipping address of the veterinarian facility at the time the request for semen to be shipped is placed. (Shipped semen will not be shipped directly to mare owner.)
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:
 1. The mare owner or representative agrees to notify Steve Powell when the mare comes into heat.
 2. The mare owner or representative must provide Steve Powell a minimum of twenty-four (24) hours notice when semen is needed.
 3. The mare owner or representative must request or cancel shipment prior to 6:00 A.M. (Central Time) on the DAY THE SEMEN IS TO BE SHIPPED.
 4. If mare does not settle within breeding two cycles or if mare is found to not have a clean culture (to have an infection), mare owner is responsible for ensuring said mare is treated and certified by veterinarian to be in good breeding health with a clean culture (infection free) before attempting to rebred the mare.
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 proven 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 veterinarian or Kings Creek Ranch.
 - f. Mare Owner understands and agrees that Steve Powell and Kings Creek Ranch shall not be held liable for the loss, abortion or death of said foal.
7. The breeding season in force for this Contract shall be February 1 - July 31.
8. 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.
9. 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.
10. 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 Breeding Fee refund minus the Booking Fee deposit will be given, thereby canceling this entire contract. In no other case is the breeding fee refundable.
11. 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.
12. Breeder agrees to hold Mare Owner and all affiliated agents harmless and release from liability in connection with this reading including, but not limited to, all injuries, death, sickness, damages, personal property damages, including inconsequential 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.

13. 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.
14. 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.
15. 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.

Kings Creek Ranch

ATTN: Steve Powell

10650 CR 133

Kaufman, TX 75142

Phone Home: 972-524-3660

Cell: 972-489-5838

Work: 214-391-1142

Web site: <http://www.kingscreekranch.com>

Email: steve@5starranch.net

Checks to be made payable to: "Steve Powell"

If paying by credit card: Master Card _____ Visa _____ Discover _____ American Express _____

Card Number _____ Exp. Date _____

Authorized Card Amount Charge _____ Signature _____

Printed Name On Card _____

Billing Address On Card _____

Financing & Special Payment Plans Available To Qualifying Clients

FOR OFFICE USE ONLY

Month Booked: _____ Fee Received: \$ _____

Received By: _____