



1754 S. FM 372 Gainesville, TX 76240 940-665-7557 940-665-7558 fax

2012 Breeding Contract

Mare Owners Name _____ (as appears on registration papers)
Address _____ City _____ State _____ Zip _____
Home Phone _____ Business Phone _____ Fax _____
Mare's Name _____ Reg. # _____ Year foaled _____

Stallion booked to: Sophisticated Catt

Breeding Fee - \$2,500 if booked by 2/1/12. \$3,000 thereafter, (includes first shipment of semen) payable to Brightstone Ranch, LLC.

Booking Fee - \$500 (included in breeding fee)

Semen Transport Credit Fund - \$275, payable to Brightstone Ranch.

Method of Breeding: Transported Semen _____ On Farm _____ Trailer Bred _____ Semen Pickup _____

Mare Status: Maiden _____ Barren _____ In Foal _____ Foal at side _____ Date foaled _____

Last Breeding Date _____ bred to (stallion) _____

TERMS AND CONDITIONS OF BREEDING CONTRACT

This agreement is made between Brightstone Ranch, LLC (hereinafter referred to as the stallion owner), and the owner of the mare described above and is subject to the following terms and conditions.

- 1. A \$500 non-refundable booking fee is due and payable upon execution of this agreement. Booking fee is included in the breeding fee. For shipped semen contracts - the balance of the breeding fee is due prior to ordering semen. For breeding at Brightstone Ranch - the balance of the breeding fee is due and payable before mare departs from ranch.
2. The Semen Transport Credit Fund (STCF) is due prior to shipment of semen. STCF prepays for second shipment of semen if needed. If unused, STCF will be refunded at the end of the breeding season. STCF is payable to Brightstone Ranch.
3. Any unpaid fees owed to Brightstone Ranch will be billed with a monthly interest rate of 1.5%. Breeders certificate will be issued when all fees are paid in full and stallion owner is notified of a live foal. Only one breeders certificate will be issued per paid breeding fee.
4. In the event the above mare fails to produce a live foal from the breeding privilege granted herein, mare owner may rebreed the mare (or a substitute mare mutually agreed upon by mare and stallion owners) during the following breeding season only. A live foal is defined as a foal that stands alone, nurses and lives for 24 hours. If the foal is born dead, or dies within 24 hours, this guarantee applies only if the mare owner (A) notifies the stallion owner within 72 hours after the time the mare did not produce a live foal, and (B) within 10 days after the mare owners notice, the mare owner provides the stallion owner with a statement from a licensed veterinarian substantiating the failure of the mare to produce a live foal. A farm fee of \$350 (includes first semen shipment) is due on all rebreeds. Breeding fee will not be refunded.
5. If the mare owner fails to contact the stallion owner for a rebreed the year immediately following, then any and all fees paid shall be forfeited the right to a rebreed is cancelled and this contract is thereby terminated.
6. Mare owner may not assign this breeding contract or substitute any other mare under this agreement without the prior written consent of stallion owner. Any attempted assignment without prior consent of stallion owner will, at the option of stallion owner, terminate this agreement and release stallion owner from all obligations hereunder.
7. It is understood that if the above stallion dies or becomes unfit for service, this contract shall become null and void and the breeding fee less the booking fee shall be refunded to the mare owner.
8. Embryo transfers: Mare owner agrees to notify stallion owner that this is an embryo transfer breeding. In the event multiple viable embryos are produced from a single flush, mare owner agrees to pay an additional breeding fee for each additional live foal.
9. By signing this contract, mare owner certifies that he/she is sole owner of above mentioned mare, or has authority to enter into this contract on behalf of the owner.
10. A photocopy of mare's registration papers, both front and back, must be furnished with this contract.
11. HERDA status: Sophisticated Catt is tested N/Hr. HERDA Guarantee: In the event the mare bred tests N/Hr for the HERDA gene, a hair sample of the foal produced from this mating must be tested at an approved laboratory before it reaches 12 months of age. If the foal tests H/H for the HERDA gene, the owner must return registration papers of the foal and a signed transfer to Brightstone Ranch. If the foal has not been registered, then the breeding certificate should be returned. Upon receipt, Brightstone Ranch will refund the paid breeding fee, and issue a complimentary breeding for another mare belonging to the mare owner.
12. The undersigned agrees that Brightstone Ranch and its staff will not be responsible for accident, injury, sickness, or death to the mare/foal whether from fire, flood, theft, act of god, or negligence by Brightstone Ranch or its staff. The undersigned agrees to and shall indemnify and hold harmless Brightstone Ranch and its staff from and against any and all claims, losses, damages, causes of actions, suits and liability of any kind including expenses of litigation, court costs, and attorney fees, for injury to, or the death of the mare/foal, or for any damage to the mare/foal arising out of, or in connection with, the services performed by Brightstone Ranch and its staff under this contract, regardless of whether such injuries, death or damages are caused in whole or in part out of negligence of Brightstone Ranch and its staff.

Please sign below, enclose booking fee, a copy of mare's registration papers and return to Brightstone Ranch.

Mare Owner _____ Date _____

Stallion Owner _____ Date _____



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Shipped Semen Addendum

Collection/shipping days are Monday, Wednesday, and Friday each week beginning February 1st through July 1st.

Shipped Semen orders must be called in by 9 a.m. Central Time on collection days to Brightstone Ranch at 940-665-7557.

Shipping address for semen delivery:

Name _____

Address _____

City _____ State _____ Zip _____

Nearest airport _____

Person/Farm managing mare for breeding cycle(s) _____ Phone # _____

Attending veterinarian _____ Phone # _____

- Mare owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. Any attempt to breed more than one mare with a shipment will void this contract.
- Mare owner agrees to pay the following charges pertinent to the transport of cooled semen.
 - Normal shipping fees per dose- \$275 (additional doses required on the same cycle will be charged at \$200 per dose).
 - Same day shipment counter to counter air service - \$100.00 additional.
 - Canadian shipments - call for details and charges.
 Shipment includes shipping container, overnight shipping fees, collection fee on scheduled collection days. There will be no credit given on returned shipping boxes.
- Brightstone Ranch only assumes responsibility to ship semen in viable condition, and shall not be held liable for the quality of semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Brightstone Ranch agrees to process each ejaculate to optimize 24-hour post cool motility, and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the stallion.
- Mare owner agrees to have mare palpated on the next collection day to confirm ovulation. If mare has not ovulated another dose of semen must be ordered.
- Mare owner agrees to have mare ultrasounded 14-17 days after the last date of insemination and notify stallion owner of pregnancy status.
- Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th, and 9th month of pregnancy.

Mare Owner _____ Date _____

Stallion Owner _____ Date _____



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On Farm Breeding Addendum

- Brightstone Ranch will exercise best judgement in care and supervision of the mare/foal. The attending veterinarian will examine the mare for normal breeding conditions and will administer medical care as deemed necessary for the health and safety of the mare/foal. The mare owner hereby consents to all medical care administered to the mare by the stallion manager's veterinarian. The mare owner will pay all veterinarian and farrier charges. All expenses, including board, shall be payable monthly.
- The mare shall be in a healthy and sound breeding condition: free from infections, contagious or transmittable diseases. A current coggins test, copy of registration papers (both sides), veterinarian health certificate, plus a health, worming and vaccination record is required. If the mare owner fails to provide any of the above documents, the mare owner hereby consents to the stallion managers veterinarian examining and/or testing the mare as may be necessary to complete the above tests, certification and other records. However, the stallion manager reserves the right to refuse any mare, which is (1) not in proper condition (2) which does not have all the records, tests, and registration documents as required herein.
- Brightstone Ranch breeding staff agrees to diligently try to settle the owner's mare. The mare owner agrees to give Brightstone Ranch ample opportunity to settle the mare, having bred her through at least 2 heat cycles. If mare leaves the ranch before being pregnancy checked, mare owner is required to have mare ultrasounded at 15 and 30 days after last breeding date. If for any reason the mare does not settle, mare owner will hold Brightstone Ranch harmless.
- Transient Breeding or Semen Pickup - Booking fee will include first dose of semen for those mare owners who elect to pick semen up at Brightstone Ranch or bring their mare to the ranch for insemination on a collection day. The second and subsequent doses or inseminations will be charged \$50.00 each.
- All unpaid board and all other expenses must be paid before mare departs farm.
- Mare owner agrees to vaccinate mare against rhinopneumonitis on at least the 5th, 7th and 9th month of pregnancy.
- The parties acknowledge that this agreement is made and shall be considered entirely performed in the state of Texas and shall be construed and enforced under the laws of the state of Texas. Under Texas law (chapter 87, civil practice and remedies code) an equine professional is not liable for an injury or death of a participant in equine activities resulting from inherent risks of equine activities

Approximate date to expect mare at farm for breeding _____

Mare's status: barren _____ maiden _____ in foal _____ due date _____

Is Mare/Foal Insured: yes ___ no ___

Insurance Co. _____ Phone# _____

Board Rates - \$ 12.00 per day dry \$14.00 per day wet

Mare Owner _____ Date _____

Stallion Owner _____ Date _____