

Coyote Creek Ranch Performance Horses

Ann Stockstill 12851 CR 370 Winona, Texas 75792

Ranch: 903-877-4487 Mobile: 903-931-2102

Email: coyotecreekhorseranch@msn.com

Website www.coyotecreekranch.net

Live Cover Contract

Sonnyshesacutabove 2001 APHA Bay Tobiano Stallion



This contract for shipped semen is made and entered into this _____ day of _____
20____, by and between _____ (the mare owner) and Coyote
Creek Ranch Performance Horses ("Breeder").
Breeder agrees to ship Cooled Semen collected from _____
registration # _____ ("the stallion") for Artificial Insemination of the mare

Registration # _____, subject to the following terms and conditions:

1. The Breeding Fee for the Stallion is _____ of which _____ is to be payable at the time of execution of this contract as a Booking fee. Said booking fee serves as a non-refundable Deposit.
2. Other fees/expenses incurred in connection with the shipment of cooled or frozen semen are set forth below and shall be paid in full prior to shipment:
Breeding Fee Balance _____
Collection/ Shipping/ Container Fee _____
3. Additional shipments, if needed, shall be \$400.00 each, pre-paid. Additional shipments must be guaranteed with a credit card by filling out and signing the credit card Information section of the contract. Additional shipments will not be charged, to the card, unless and until ordered.
4. Personal checks for payment of the breeding fee balance, collection, shipping and container fee must be received by us 10 days prior to shipment. Cashier or Certified Checks will receive immediate credit.
5. All fees are payable to "Coyote Creek Ranch."

Required Breeding Documentation:

6. The following documentation shall be delivered to Breeder at the time this Contract is Executed:

- A. A copy of Mare's Registration papers (both sides)
- B. A copy of worming and immunization records
- C. A copy of a current Coggins test if boarding mare at our facility

7. Collection/Shipping days for Cooled Semen shall be Monday, Wednesday, and Friday for delivery on Tuesday, Thursday and Saturday. Frozen semen is available For shipping Monday through Friday.

8. All requests for Semen must be made by 2:00pm the day before collection, subject to Having a finalized breeding agreement in place and all required fees paid in full.

9. Semen may be requested at any time; however, a contract for Cooled Semen does not Guarantee that Semen will be available on the day you submit your request. All requests For Shipped Semen will be filled as received, subject to availability.

10. Cancellations for shipments must be made by 7:00am Central Standard Time: cancellations after that will incur a \$150.00 service fee.

11. All requests for Semen, cancellations and shipment inquiries shall be directed to Ann Stockstill at 903-931-2102. Messages can be left on ranch phone at 903-877-4487 if not urgent.

Shipment of Semen

12. Breeder reserves the right to approve All locations where Semen will be shipped and will Only ship to those locations where Cooled Semen will be handled properly.

13. Semen will be shipped Federal Express, priority overnight delivery, which generally Arrives by 10:00 am the following day. Certain types of Federal Express service are not Available in some areas; it is the Mare Owner's responsibility to contact Federal Express to learn of any delivery limitations in his/her area and to notify us of how the shipment can reach him/her the next day. Any additional charges/fees for alternative shipping will be billed to Mare Owner.

14. No warranty, express or implied, shall accompany the Cooled Semen transferred under the terms of this Agreement. Even though Breeder will make every attempt to get Cooled Semen to your Mare in a timely manner and in good condition. mare owner acknowledges that breeder cannot guarantee delivery within a certain time period, nor that the Cooled Semen will safely reach insemination destination without losing its Integrity, quality or characteristics.

Cooled Semen Handling

15. Mare must be inseminated within 48 hours after collection of the Semen by a licensed veterinarian or technician. Please note that calculation of the 48 hours begins with the time of collection, NOT, the time of receipt/delivery of the Semen at the insemination destination.

16. The Semen shipped may be used for the Mare designated in the Contract only and may not be used to inseminate any other mares. Mares not impregnated by the second shipment shall not receive a third shipment until the mare has a uterine culture and is cleared of any problems by a licensed veterinarian.

Live Foal Guarantee

17. Mare owner must furnish a veterinary certificate confirming that Mare is or is not in foal as a result of the Cooled Semen insemination within 60 days post breeding. Failure to notify Breeder within 60 days will void the Live Foal Guarantee.

18. Live Foal shall be defined as a foal that shall stand and nurse without assistance and Survive the first 24 hours, or if the Mare does not settle, a return season will be guaranteed the following year, only, provided proper notification is given to Breeder. A veterinarian's Breeding soundness certificate, including uterine culture shall be provided prior to the next Breeding season.

19. 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 as set forth above and Mare Owner must certify that such abortion or death did result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Foal Guarantee.

20. The Live Foal Guarantee shall be void if Mare is abused, participates in a race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.

21. 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.

Color Guarantee

(APHA Homozygous Stallions Only)

22. 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 only.

Registration Application

23. The Registration Applications shall be issued to Mare Owner only after Mare Owner notifies Breeder that said Mare has produced a live foal and only after payment of all bills due on said Mare have been received. Requests for registration may be made in writing or by phone.

Miscellaneous

24. The breeding season in force in this Contract shall begin March 1, will Suspend during the APHA World show if stallion is competing and will Close August 15 of the year covered by this Contract. Breeding to any show stallion will require working around show calendars. Stallions cannot be collected while at shows and right before a show if it will interfere with their performance.

25. It is further agreed that should the above stallion die or become unfit for service, or if the above Mare dies during the breeding season, then Mare Owner may substitute another mare or breed the above named Mare to another Stallion, owned by the Breeder and standing that year or use frozen semen if available.

26. This Contract shall not be transferable by Mare Owner without the prior written consent of Breeder.

27. This Contract is entered into, and shall be interpreted and enforced under, the laws of the State of Texas. Any legal action must be brought in Smith County, 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' fees, costs of suit and other expenses reasonably related to enforcing this Agreement.

28. This contract represents the entire agreement between Mare Owner and the Breeder. No Other agreements or promises, verbal or implied are included, any amendments to or modifications of the terms of this agreement, must be in writing. Each party should individually initial additional comments. If no additional comments, initial here

(_____) Mare Owner (_____) Breeder

AGREED BREEDER

Coyote Creek Performance Horses
12851 CR 370
Winona, Texas 75792
Telephone: 903-877-4487
E-Mail: coyotecreekhorserranch@msn.com
By: _____
Date: _____

AGREED MARE OWNER:

Please Print Name, Address, Telephone Number of Mare Owner:

By: _____
Signature of Mare Owner
Date: _____

The Following Information Along With a Copy of Your Mare's Registration Papers Must Be Completed and Furnished to Breeder at the Time the Contract is Submitted

A. Mare Information

Mare's Name _____ Registration Number _____
Breed: APHA AQHA TB Other _____ Pattern: Solid Tobiano Overo Other _____
Has this mare been bred before? Yes _____ No _____
Has this mare been bred with cooled semen? Yes _____ No _____ Frozen semen? Yes _____ No _____
Mare is (please circle one) Maiden Open In Foal, if so, last breeding date _____
Estimated date when first shipment is required ____/____/____

B. Mare #2 Information

Mare's Name _____ Registration Number _____
Breed: APHA AQHA TB Other _____ Pattern: Solid Tobiano Overo Other _____
Has this mare been bred before? Yes _____ No _____
Has this mare been bred with cooled semen? Yes _____ No _____ Frozen semen? Yes _____ No _____
Mare is (please circle one) Maiden Open In Foal, if so, last breeding date _____
Estimated date when first shipment is required ____/____/____

Boarding Mare Miscellaneous

Board of _____ per day dry and _____ per day wet will be charged for keeping and ordinary care of Mare and / or Foal by her side. Board to be paid by the Mare Owner to Coyote Creek Ranch by separate agreement. Veterinary care will be provided by the Breeder's veterinarian, who is an independent contractor, as needed and In the judgment of the Breeder. All board, veterinary, farrier or other charges are the responsibility of the mare owner and must be paid in full before the are is picked up, or on a monthly basis if Mare is boarded at Coyote Creek Ranch. Current vaccination and Coggins record required.

ADDENDUM:

Mare Owner/ Shipping Information

Name and Address of Mare Owner
Name _____ Phone _____
Address _____
Work Phone _____ Fax _____
Email _____
Cell phone or additional numbers _____

Name and Address of Veterinarian

Name _____ Phone _____
Address _____
Work phone _____ Fax _____
Email or additional numbers _____

Name and Address Where Semen Will Be Shipped:

Name _____ Phone _____
Address _____

Work phone _____ Fax _____

Nearest Fed Ex/UPS counter _____
Nearest airport _____

Credit Card Information

We accept MasterCard and Visa for payment of Breeding Fees, Booking Fee and Shipping & Collection Fees. Please furnish the following information if you pay with your credit card.

Charge to my: () Visa () MasterCard

Card number _____

Authorization code _____

Name on Card (Please print) _____

Expiration Date _____

Cardholder's signature _____

Date _____

Additional Shipments

I authorize that additional shipments may be charged to the credit card, Listed above, when verbally ordered by me or my agent(s).

Card Holder's Signature: _____

Date: _____