

R.A. Brown Ranch

Stallion FROZEN SEMEN BREEDING AGREEMENT

DATE: _____

Contract:# _____

Stallion: TAKE A PICK

1. PARTIES

THIS STALLION SERVICE AGREEMENT (this "Agreement") is made and effective as of the above date by and between R.A. Brown Ranch, P.O. Box 727, Throckmorton, TX 76483 hereinafter referred to as 'STALLION AGENT', and the Mare Owner whose name is set forth below (the "Mare Owner"),

NAME (hereinafter referred to as 'Mare Owner'): _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE (1): _____ PHONE (2): _____

FAX: _____ EMAIL: _____

Mare Owner agrees to pay the stallion frozen semen breeding fee, with live foal guarantee, of **\$1000**. A booking fee of **\$500** (included in the Stallion Service Fee) is to be paid for reserving the Stallion upon the execution of this Agreement. The Stallion Service Fee is due in full prior to ordering semen.

Whereas *Rob & Peggy Brown*, hereinafter referred to as "Stallion Owner", is the owner of the stallion named *TAKE A PICK AQHA# 5544089* (hereinafter referred to as the 'Stallion'), such stallion shall have frozen semen available with *R.A. Brown Ranch* (Stallion Agent). Stallion Agent is legally authorized to act on behalf of the Stallion Owner for the purposes of arranging breeding services and entering into this Agreement. Whereas MARE OWNER has ownership rights of, or warrants that s/he is legally authorized to arrange breeding services for, the following Mare:

'MARE ' INFORMATION:

Registered name of mare: _____ Age: _____

Breed: _____ Registry: _____

Registration #: _____ Color: _____

Sire: _____ Dam: _____

Dam Sire: _____

Current Status (circle): In Foal/Foaling Maiden Open Barren

Mare will have embryo transfer performed (circle): YES NO

A copy of both sides of the mare's registration papers must be submitted with this.

The parties hereto understand and agree to comply with the following Terms and Conditions set forth in this Agreement.

2. BREEDING FEES

Upon execution of this Agreement the Mare Owner hereby agrees to pay the Stallion Agent the following fees. The Breeder specifically agrees and understands that no semen will be shipped until all fees have been paid.

Mare Owner's Initials _____

Payment may be submitted by check payable to R.A. Brown Ranch.

PLEASE NOTE: The breeding fee does not include shipping & handling fees determined by Burnett Ranches, LLC (the Four Sixes).

3. ALLOCATION OF SEMEN

The breeding fee entitles the Mare Owner with up to 4 doses of frozen semen per mare, shipped on a per cycle basis at 2 doses per cycle so the use of a vet familiar with the use of frozen semen is encouraged.

If the Breeder exercises the right to a return breeding pursuant to the 'Live Foal Guarantee' section hereof, the Breeder shall receive up to 4 doses of frozen semen for the second breeding season, shipped on a per cycle basis at 2 doses per cycle.

All semen shipped pursuant to this Agreement remains at all times the property of the Stallion Agent. In the case of unused frozen semen the Breeder agrees to contact the Stallion Agent for direction on what should be done with the remaining straws.

4. AVAILABILITY OF SEMEN

Should frozen semen become unavailable due to unforeseeable circumstances, before the Mare is first serviced pursuant to this Agreement, this Agreement shall be terminated and the Stallion Agent shall return the portion of the breeding fee paid by the Breeder within a period of 60 days.

Should frozen semen become unavailable due to unforeseeable circumstances, after servicing at least one breeding cycle, then the Stallion Agent shall return the portion of the breeding fee paid by the Breeder, less the booking fee, within a period of 60 days.

5. HERDA Statement: Hereditary equine regional dermal asthenia (HERDA) is genetic skin disease predominately found in the American Quarter Horse. HERDA has an autosomal recessive mode of inheritance and affects mares and stallions in equal proportions. TAKE A PICK has been DNA tested and found to be a carrier (N/HRD) of this genetic disease. It is the policy of the stallion owner, R.A. Brown Ranch to not breed HERDA carriers to each other due to a 25% chance of producing a clinically affected offspring. It is strongly recommended that all mares being considered for breeding to the above named stallion be tested for HERDA prior to execution of this contract. R.A. Brown Ranch will not assume liability or financial responsibility, including breeding and service fees, if a carrier (N/HRD) mare is bred to TAKE A PICK.

6. Multiple Embryo Transfer/Frozen Embryos. If more than one embryo is produced from a Stallion breeding under this Agreement and if multiple embryos are transferred, then Mare Owner must notify Stallion Agent within 48 hours of transfer of embryo(s). If embryo transfers result in multiple pregnancies, then Mare Owner will be required to acquire additional breeding agreement and breeding fee. Please contact Stallion Agent immediately for another agreement.

7. LIVE FOAL GUARANTEE

If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by Mare Owner and Stallion Agent) during subsequent breeding season. Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of Stallion Agent. Any attempted assignment without the prior consent of Stallion Agent will, at the option of Stallion Agent,

Mare Owner's Initials _____

terminate this Agreement and release Stallion Agent and Stallion Owner from all obligations hereunder. "Live foal" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon Mare Owner giving Stallion Agent written notice within 14 days after the foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by (a) a certificate from the attending veterinarian that no live foal was born, and (b) a return of the breeder's certificate. No additional Booking Fee or Stallion Service Fee will be charged for the Mare on this return breeding privilege, but Mare Owner is responsible for paying all of the other applicable charges for shipping and handling.

The Live Foal Guarantee to the Stallion shall lapse and the Stallion Agent shall have no further obligation under this section if:

1. Breeder fails to provide Rhinopneumonitis vaccination.
2. Mare is bred by any other stallion without written consent of Stallion Agent prior to rebreed.
3. Mare is substituted with another mare without written consent of Stallion Agent.
4. Mare fails to conceive, aborts, or dies and Breeder fails to notify Stallion Agent as defined in this section.

The Stallion Agent recommends the semen be thawed and inseminated by a licensed veterinarian familiar with the concept and practical use of frozen semen. Attempts to use frozen semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, the chances of conception.

8. SHIPPING FEES AND POLICIES

Mare owner is responsible for all shipping, tank rental and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

Burnett Ranches, LLC
Glenn Blodgett, DVM
PO Box 130
Guthrie, TX 79236
Phone#:806-596-4424

Please contact them for current shipping fees, protocol and requirements.

Once the shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24hrs of delivery.

Stallion Agent shall not be responsible for lost semen shipments or delays in delivery not within the control of the Stallion Agent such as missed flights, weather delays, failure of third party service, or acts of God. Stallion Agent will not be responsible for lost or damaged semen whilst in the possession of your veterinarian.

9. REPORTING, BREEDING CERTIFICATES AND REGISTRATION

Breeder agrees to submit to Stallion Agent confirmation of the Mare's pregnancy at 14-16 days post-ovulation and 55-60 days post-ovulation. Stallion Agent recommends an additional pregnancy check at 30-35 days post-ovulation to confirm presence of a viable single embryo.

Breeder is responsible for compliance with registry requirements for the use of frozen semen and payment of any fees for the subsequent registration of foals conceived.

Stallion Agent will issue registry required breeding certificates providing receipt of written notification signed by the attending veterinarian detailing dates of insemination and pregnancy examinations, pregnancy status as well as identification of the mare that was bred. Breeder must submit all insemination and pregnancy reports by November 1st.

Mare Owner's Initials _____

10. Entire Agreement/Governing Law/Venue. This Agreement contains the entire agreement between the parties and may be amended only in writing signed by each of the parties. Texas law governs this Agreement, all of the terms and provisions of which are performable in Throckmorton County, Texas. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of this Agreement can only be brought in Throckmorton County, Texas.

11. Notices. Notices under this Agreement must be delivered personally, by certified mail, return receipt requested, an overnight delivery service, or by telecopy with telephone confirmation of receipt to the addresses set forth below. Notices are deemed given when received. Either party may change its address by written notice to the other party.

The parties hereto understand and agree to abide by the terms and conditions as set forth in this Agreement:

Mare Owner Signature: _____

Date: _____

Printed name: _____

Stallion Agent Signature: _____

Date: _____

Printed name: _____

Mare Owner's Initials _____