

STALLION CONTRACT

EE Ranches, Inc.
dba, Stallion Station

P.O. Box 829 • Whitesboro, TX 76273-6357 • (903) 564-3692

| | | | | |
|---------------------|--------------|----------|------------------|----------|
| FEE SCHEDULE | Dry Mare | \$15.00 | Substitution Fee | \$350.00 |
| | Wet Mare | \$18.00 | Rebreed | \$650.00 |
| | Foal Out Fee | \$500.00 | | |

I hereby agree to breed the Mare _____, Registration # _____
to the Stallion VS Flatline, Registration # 5292835, for the 2019
season. The Stallion Fee is \$ 2,750.00, which includes a booking fee of \$ 650.00.

All complementary and/or a donated breeding is subject to an additional fee of \$ N/A.

1. The stallion fee stated above includes a non-refundable booking fee which shall be payable upon execution of this contract. All expenses will be payable upon receipt of an invoice or when Mare leaves the Ranch, whichever is first. If Mare Owner elects to pay the stallion fee and/or any subsequent invoiced expenses by credit card, mare owner agrees that EE Ranches, Inc may add and Mare Owner shall pay a 3% convenience fee which will be added to any credit card transaction. The Mare shall be released only upon payment in full of all outstanding invoices including those from the attending veterinarian.

TWENTY-FOUR HOUR NOTICE MUST BE GIVEN FOR MARE'S DEPARTURE.

2. Live foal guaranteed with return privilege the following season only if the Mare fails to produce a live foal after being sent home in foal. It is understood that should the foal not stand up and nurse I will be entitled to return privileges the following year only. This guarantee applies only if I notify you within one week from death of foal. This notice must be accompanied by a statement from a licensed Veterinarian. If the Mare is to be returned and the owner of the Mare fails to deliver her for rebreeding the following year, then any and all fees shall not be refundable and this contract is thereby cancelled. Substitute rebreed mares must be approved by EE Ranches, Inc.

3. Diligent efforts will be made to settle any Mare, however, if for any reason she does not settle, Mare Owner will not hold Breeder, the stallion owner or his representatives liable in any respect whatsoever. The breeding season will begin 2/4/19 and close 6/30/19. Mare Owner agrees to leave the Mare at the Ranch until she has a positive pregnancy examination by the ranch veterinarian. Mares that leave the Ranch before they are confirmed in foal must return that same breeding season for additional breeding to ensure a live foal guarantee. Mares that fail to arrive at the Ranch during the designated breeding season will forfeit their Booking Fees.

4. Right of return privileges shall not be granted to Mares leaving the Ranch prior to the end of breeding season before a positive pregnancy examination by the Ranch veterinarian is performance.

5. The Mare shall be healthy and in sound breeding condition; free from infections, contagious or transmittance disease, and must have had a current Coggins Test performed within six (6) months of its arrival. A photostatic copy of registration papers, plus a health, worming and immunization record must accompany the Mare. If the Mare Owner should fail to provide any of the above documents, Mare Owner hereby consents to the Breeder's veterinarian examining and/or testing the Mare as may be necessary to complete the above tests certification and other records. This is all to be completed at the Mare Owner's expense. However, Breeder reserves the right to refuse to accept any mare which is (1) not in proper condition of (2) which does not have all of the records, test and registration documents as required herein. **A COGGINS TEST DONE WITHIN SIX MONTHS PRIOR TO ARRIVAL IS MANDATORY.**

6. It is further understood that should the Stallion die or become unfit for service this contact shall become null and void and my Breeding Fee will be returned by the ??, less the booking fee.

7. Breeder does not carry mortality insurance on the breeding horses and therefore, Mare Owner must provide his/her/its own insurance. Breeder shall not be liable for any damages to the Mare arising out of or from the breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, accident, theft, running away, death, illness or injury during or after the term of this Agreement, whether the Mare is on the Ranch or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at anytime during the term of this Agreement and in no case shall Breeder, it owners, representatives, management and employees harmless from and against all damages sustained or suffered by reason of the breeding or keeping of the animal, for any claims arising out of the breeding act or keeping of Mare or otherwise, including but not limited to consequential damages. Furthermore, Mare Owner agrees that the Ranch shall not be held liable for any negligence or errors, and that Breeder may exercise its judgment in supervising and caring for the Mare and/or foal. Mare Owner agrees that the Ranch and Breeder assume no liability whatsoever for the Mare. Foal or the Mare Owner. Breeder reserves the right to refuse any Mare that is not halter broke or deemed dangerous to EE Ranches staff and employees.

8. The parties acknowledge that this agreement is made and shall be entirely performed within the State of Texas shall be constructed 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 any injury or death of a participant in Equine activities resulting from the inherent risks of Equine activities.

9. I agree that the Ranch may have a veterinarian check my Mare for normal breeding conditions and to perform such other veterinarian services as the Ranch deems necessary at Mare Owner's expense.

10. A "Breeders Certificate" will be issued upon notification of the birth of the foal.

11. The Ranch agrees to provide suitable facilities for the care and feed of the Mare and/or foal while in its custody. The Mare Owner agrees to the rates listed in the fee schedule above.

12. The Ranch will exercise judgment in care and supervision of the Mare and/or foal. Ranch's veterinarian will examine the Mare for normal breeding conditions and will administer medical care as deemed necessary for the health and the safety of the Mare and/or foal. The Mare Owner hereby consents to all medical care administered to the Mare by the Ranch's veterinarian. All veterinarian and farrier expenses will be paid by the Mare Owner.

13. THE LIVE FOAL GUARANTEE IN THIS AGREEMENT IS NON-TRANSFERABLE NON-ASSIGNABLE and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void. However, the Breeding Manager, may, at his discretion, upon application and payment of a new book fee (rebreed fee) continue to honor the live foal guarantee granted to the original owner. In the event that the Ranch's agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, the new owner agrees to be bound by all the terms and conditions hereof, insofar as the same may then be applicable. Should the contracted breeding produce a foal with HERDA; upon proper requested documentation to support this claim, there will be a rebreed. The rebreed will be for another Mare; the original breed Mare o the HERDA foal will not be accepted for this rebreed.

14. The Mare Owner agrees that Ranch has not made, and does not make, any representation or warranty as to the quality or conformation of the foal nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. The Ranch or Stallion Owner makes no implied warranties of merchantability or fitness for a particular purpose.

15. This agreement shall be binding upon the parties hereto, upon execution hereof, and same may not be altered or amended, except by written mutual consent of the parties hereto.

16. I understand that this agreement entitles me to one breeders certificate for one foal. Any multiple foals or certificates will require an additional contract and breeding fee.

TRANSIT BREEDERS: STALLION SERVICE FEES ARE DUE PRIOR TO THE DAY OF BREEDING.

OVULATION BREEDERS: STALLION SERVICE FEES ARE DUE WHEN THE MARE DEPARTS AFTER OVULATION WITHOUT EXCEPTION.

EE Ranches, Inc. dba Stallion Station "Breeder"

Owner of Mare _____
As Listed Registration Certificate

EE Ranches, Inc. dba Stallion Station "Breeder"

Address _____

Authorized by _____

City, State, Zip _____

Date _____

Phone _____

Stallion Fee \$2,750.00

Booking Fee \$ 650.00 *Due with contract*

Email _____

Complimentary/Donated Fees N/A *Due with contract*

Balance Due \$2,100.00

Signature of Mare Owner or Lessee

COOLED TRANSPORTED SEMEN CONTRACT

EE Ranches, Inc.
dba, Stallion Station

P.O. Box 829 • Whitesboro, TX 76273-6357 • (903) 564-3692

| | | | | |
|-----------------|----------------|----------|------------------|----------|
| FEE SCHEDULE | 1st Shipment | \$0.00 | Substitution Fee | \$350.00 |
| | Add'l Shipment | \$250.00 | Rebreed | \$650.00 |
| | Courier Fee | \$200.00 | | |

I hereby agree to breed the Mare _____, Registration # _____
to the Stallion VS Flatline, Registration # 5292835, using cooled transported
semen for the 2019 season. The Stallion Fee is \$ 2,750.00 booking fee of \$ 650.00.

All complementary and/or a donated breeding is subject to an additional fee of \$ N/A.

1. The Stallion Fee stated above includes a non-refundable booking fee which shall be payable upon execution of this contract. THE BALANCE OF THE STUD FEE SHALL BE PAYABLE NO LATER THAN TEN DAY PRIOR TO SEMEN SHIPMENT. If Mare Owner elects to pay the stallion fee and/or any subsequent invoiced expenses by credit card, Mare Owner agrees that EE Ranches, Inc. may add and Mare Owner shall pay a 3% convenience fee which will be added to any credit card transaction.

2. The Stallion Fee includes one shipment of semen for next day delivery. There will be non-refundable fee of \$250.00 for each additional shipment of cooled transported semen paid in advance of shipment. This will include all shipping charges for next day delivery. Semen picked up at the Ranch will incur a non-refundable fee of \$200 each additional shipment.

3. Please be aware that there is no pick-up or delivery by Fed-EX on Sunday (There is pick-up on Friday for Saturday delivery in most areas but not all.) Alternative shipping arrangements can usually be made at the Mare Owner's expense. There will be additional \$200.00 fee for same day service.

4. A request for shipment of cooled transported semen must be made 24 hours in advance. We collect on an every other day basis and there are no exceptions. **IT WILL BE THE MARE OWNER AND HIS/HER VETERINARIAN'S RESPONSIBILITY TO CONFIRM OUR BREEDING/SHIPPING DAYS.**

5. The breeding season will begin 2/4/19 and close 6/30/19. Live foal guaranteed with return privileges the following breeding season only. This guarantee applies only if I notify you within one week from the death of foal. This notice must be accompanied by a statement from a licensed Veterinarian. There will be an additional booking fee (rebreed fee) when semen is requested the following year. Substitute rebreed mares must be approved by EE Ranches, Inc. prior to shipping. If the Mare is to be returned and the owner of the Mare fails to request semen the following year, then any and all fees shall be non refundable and this contract is thereby cancelled. Any failure to request semen during the designated season will result in forfeiture of booking fees. SHIPPED SEMEN REBREEDS MAY BE REQUIRED TO COME TO THE RANCH THE FOLLOWING YEAR. This will be at the sole discretion of the Breeding Manager.

6. A "Breeders Certificate" will be issued upon notification of the birth of the foal.

7. EE Ranches, Inc. agrees to ship cooled transported semen as described above. If the Mare fails to settle for any reason, the Mare Owner will not hold EE Ranches, Inc. liable in any respect whatsoever.

8. The parties acknowledge that this Agreement is made and shall be entirely performed within the State of Texas and shall be constructed and enforced under the laws of the State of Texas. Under Texas Law (Chapter 87 civil practice and remedies code), and Equine Professional is not liable for any injury or the death of a participant on Equine activities resulting from the inherent risks of Equine activities.

9. THE LIVE FOAL GUARANTEE IN THIS AGREEMENT IS NON-TRANSFERABLE AND NON-ASSIGNABLE and should the Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee granted shall be void. However, the Ranch or Stallion Owner may, at his discretion upon application and payment of a new booking fee (rebreed fee) continue to honor the live foal guarantee granted to the original owner. In the event that the Ranch or stallion Owner agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this contract, the new owner agrees to be bound by all the terms and conditions hereof, insofar as the same may then be applicable. Should the contracted breeding produce a foal with HERDA; upon proper requested documentation to support this claim, there will be a rebreed. The rebreed will be for another mare; the original breed Mare of the HERDA foal will not be accepted for this rebreed.

10. The Mare Owner agrees that Ranch or Stallion Owner has not made, and does not make, any representation or warranty as to the quality or conformation of the foal nor that the foal will free of any infirmity, conformation defect, disease, or inherited trait. The Ranch or Stallion Owner makes no implied warranties of merchantability or fitness for a particular purpose.

11. This Agreement shall be binding upon the parties hereto, upon execution hereof, and the same may not be altered or amended, except by written mutual consent of the parties hereto.

12. This Agreement entitles Mare Owner to one Breeders Certificate for one foal. Any multiple foals or certificates will require additional Agreements and Breeding Fees.

13. Breeder only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit. Breeder does not guarantee the fertility of any stallion but agrees to process each ejaculate to optimize 24 hour post cool mobility and subsequent fertility. Mare Owner will use best efforts to inseminate the Mare within 24 hours after receipt of collection from the Stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for the Mare named herein.

14. MARE OWNER AGREES TO PROVIDE BREEDER WITH THE RESULTS OF THE PREGNANCY EXAMINATION WITHIN THIRTY (30) DAYS OF THE INSEMINATION OF THE MARE.

15. Mare Oner agrees to comply with all appropriate Breed registry requirements concerning the use and handling of cooled semen. Consequently, it is the Mare Owner's responsibility to return the signed Semen Collection/Insemination Certificate to Breeder and forward a signed by copy of the certificate to the appropriate Breed registry.

16. Mare Owner agrees to the rates listed in the fee schedule above. Outstanding balances are subject to a 2% service charge.

17. Breeder does not carry mortality insurance on the breeding horses and therefore, Mare Owner must provide his/her/its own insurance. Breeder shall not be liable for any damages to the Mare arising out of or from the breeding of the Mare or that may occur from any cause whatsoever in connection therewith including but not limited to loss by fire, accident, theft, running away, death, illness or injury during or after the term of this Agreement, whether the Mare is on the Ranch or not. Mare Owner shall be solely responsible for all acts and behavior of the Mare at anytime during the term of this Agreement, and in no case shall Breeder, its owners, representatives, management, agents, officers and/or employees be held liable. Mare Owner shall indemnify and hold Breeder, its owners, agents, officers, management and employees harmless from and against all damages sustained or suffered by reason of the breeding or keeping of the animal for any claims arising out of the breeding act or keeping of Mare or otherwise, including but not limited to consequential damages. Furthermore, Mare Owner agrees that the Ranch shall not be held liable for any negligence or errors, and the Breeder may exercise its judgment in supervising and caring for the Mare and/or foal. Mare Owner agrees that the Ranch and Breeder assume no liability whatsoever for the Mare, Foal or the Mare Owner.

18. It is further understood that should be above named Stallion die or become unfit for service this contract shall become null and void and my breeding fee less the booking fee will be returned by the Stallion Owner.

This Agreement entered in to as of the day and year first hereing above set forth.

EE Ranches, Inc. dba Stallion Station "Breeder"

Authorized by _____

Date _____

Stallion Fee \$2,750.00

Booking Fee \$ 650.00 Due with contract

Complimentary/Donated Fees N/A Due with contract

Balance Due \$2,100.00

Do you plan to have an embryo transfer performed on this Mare as a result of this breeding? Yes No

"Mare Owner" or Lessee

Printed Name _____

Address _____

City, State, Zip _____

Phone _____

Email _____

Signature of Mare Owner or Lessee

EE Ranches Credit Card Authorization Agreement

Mare Owner Information

Owner Name

(____) _____ - _____
Phone Number

Address

City State Zip Code

Mare Information

Name of Mare

AQHA Registration Number

Credit Card Information

Name on Credit Card

Credit Card Type

____/____

Credit Card Number

Expiration Date

_____ Security Code

Payment Authorization Agreement

In accordance with EE Ranches, Inc. Billing Policy, I understand that any outstanding balance is required to be paid prior to shipment or leaving the Ranch. I understand that, upon my request, EE Ranches, Inc. will provide a detailed invoice of all fees and expenses billed to my account for which this Credit Card Authorization Agreement authorizes EE Ranches, Inc. to charge the above-referenced credit card. I certify that I am an authorized user of this credit card and I will not dispute the payment so long as the transaction corresponds to the terms indicated in this Agreement.

I authorize EE Ranches, Inc. to charge the credit card identified above for future charges and fees associated with customer requested services, whether written or telephonic, including but not limited to stallion fees, breeding, and transported semen. I authorize EE Ranches, Inc. to charge the full amount of all fees and expenses due for each transaction. This authorization will remain in effect until I provide 30 days advance written notice to EE Ranches, Inc., terminating said payment authorization.

Signature

Date

PRE-ARRIVAL INFORMATION

PLEASE RETURN THIS FORM WITH EACH BREEDING CONTRACT

Thank you for booking your mare for the 2019 breeding season at EE Ranches, Inc. Stallion Station. Please review and complete the following paperwork outlining our broodmare arrival requirements.

CURRENT COGGINS TEST (within 6 months) must accompany mare upon arrival.

CURRENT VACCINATIONS (within 30 days of arrival) must accompany mare upon arrival. If exact worming and vaccination records are not presented to Breeding Manager and/or arrival office on or before date of mare's arrival at the ranch, all required worming and vaccinations will be done immediately. Due to the large number of horses on breeding farms in the area, all horses arriving on the premises may be given a series of autogenous vaccines that are specific for this area.

BARREN MARES must be accompanied by a negative uterine culture done within the last six months. If not, a culture will be taken the first heat cycle she has at the mare owner's expense.

FEES (including stallion fees) will be due and payable at the time of departure regardless of pregnancy status. This will include ALL TRANSIT MARES.

Mares Current Pregnancy Status (select one as of contract date):

Maiden _____

Open _____ Year of Last Foal _____

In Foal _____ Last Breeding Date _____ In Foal to _____

Wet _____ Foaling Date _____ Sire of Foal _____

Previous Breeding History and/or Problems: _____

Please indicate if this is an embryo transfer breeding YES/NO
If yes, where will transfer be done _____

Select type of Board desired Dry Stall Care - \$15.00 Wet Stall Care - \$18.00

Approximate Arrival Month _____

Insurance Information (Company Name and Address) _____

Policy # _____ Exp Date _____ Phone _____

Special instructions (feed, medications, handling, etc) _____

Mare Owner's/Agent's Signature _____

PRE SHIPPED SEMEN INFORMATION
PLEASE RETURN THIS FORM WITH EACH BREEDING CONTRACT

Thank you for booking your mare for the 2019 breeding season at EE Ranches, Inc. Stallion Station.

Tips for successful mare management to insure that you provide your mare the best opportunity to get in foal:

1. Use an experienced competent mare management facility
2. Follow the steps below to order and pick up your cooled semen
 - A. Shipping Days – Beginning on February 4, 2019 and collect every other day until June 30, 2019
 - B. Contract and copy of registration papers on file
 - C. All stallion fees must be paid a minimum of ten days prior to ordering transported semen. Stallion fee must be paid by check or money order.
 - D. Credit card on file for additional shipments of semen
 - E. Your veterinarian/mare manager must call the day prior of a collection day by 5:00 pm (CST) to place your mare on the shipment request list.
 - F. Your veterinarian/mare manager must call prior to 8:00 (CST) on the collection day to confirm or cancel your shipment. If you do not call by 8:00 am, your semen order will be shipped as scheduled and the mare owner will be charged for shipping
 - G. Shipping information to have available when ordering semen
 - Stallion Name
 - Mare Name & Registration Number
 - Airport Information
 - Physical Address and Telephone Number
 - Contact Name
3. Federal Express (1-800-238-5355)

We will provide you with a tracking number to trace your shipment. EE Ranches does not have pick up service on Saturday or Sunday. Call your local Federal Express office to find out if you receive Saturday delivery. If you pick up at your Federal Express office you will be responsible to provide EE Ranches with that address.
4. Airline Shipments

We will provide you with a tracking number to trace your shipment. You will be responsible to call your airport and find out where to pick up your equitainer and what time the airport location closes.

Please indicate if this is an embryo transfer breeding YES/NO
If yes, where will transfer be done _____

Physical Address for Shipping
Name _____

Address _____

City/State _____ Zip _____

Telephone/Fax _____

Veterinarians Name _____

Shipping Contacts Name _____

Closest Airport _____

For counter to counter shipments

THE SEMEN MAY BE USED ONLY FOR THE DESIGNATED MARE

Mare Owner's / Agent's Signature _____