

Rose Hill Equine Center INC
171 Pallone Lane
Rose Bud, AR 72137
(501) 254-9068



Breeding Manager
Colleen Ellzey
(501) 593-5282
colleen@roseofsharonranch.com

Stallion Service Agreement

Stallion: DSR QT CUTTINUPCOLORS
Breed: APHA Stallion Registration #: 01145972
Stallion Owner(s)/Business Name: Todd Smith
Mare Name: _____
Breed: _____ Registration # _____
Age: _____ Current Breeding status (circle one): Maiden Barren Pregnant Postpartum
Mare Owner(s)/Business Name: _____
Phone Number: _____ Email: _____
Address: _____

(Office Use Only)

Stallion fee: \$850 USD Contract Type: Regular
Contract #: _____ Date: _____
Year: _____ Payment Type: _____
Amount Received: _____ Date Received: _____ Check #: _____

1. **This Stallion Service Agreement** (this “**Agreement**”) is made effective as of the above date by and between Rose Hill Equine Center INC (RHEC) (the “**Breeding Facility**”) at 171 Pallone Lane Rose Bud, Arkansas 72137, and the Breeding Manager who is the operator of the Rose of Sharon Ranch Breeding Program (the “**Breeding Manager**”), and the Stallion Owner whose name is set forth above (the “**Stallion Owner**”), and the Mare Owner as set forth above (the “**Mare Owner**”).

(Check All That Apply)

- ☐ My mare will be bred with **Shipped Cooled Semen**
- ☐ My mare will be bred with **Shipped Frozen Semen**
- ☐ My mare will be bred with **Exported Frozen Semen**
- ☐ My mare will be bred **On-site** at Rose of Sharon Ranch (RSR) or Pallone Veterinary Hospital (PVH)
- ☐ My mare will have **Embryo Transfer (ET)** performed
- ☐ My mare will have **Intracytoplasmic Sperm Injection (ICSI)** performed

ADDITIONAL TERMS

Please initial in the highlighted spaces below acknowledging that you read and understand the terms and conditions of each section. By signing below, you agree to all terms and conditions listed in this contract.

2. **Cooled/Frozen Semen Fees:** (applicable to transported semen breedings) \$450 for each UPS or Fedex standard overnight shipping priority overnight can be selected, but extra costs are the responsibility of the mare owner. Airline shipments will be \$250 + the cost of airline shipment and transport to the airline. \$250 for onsite pickup. We can potentially add an additional courier service and deliver to surrounding areas for \$1.50 per mile. Mare Owner has a 7 day rental on shipping containers and Mare Owner agrees to pay a **\$25 a day late fee**, up to the value of the shipping container, on any shipping container that has not been returned after the 7th day. Mare Owner shall notify Breeding Manager of a cooled semen shipment request no later than 8am on the day of the shipment. Collection Days are scheduled Monday, Wednesday and Friday from the First Monday in February to the end of June. Mare owners understand that the frozen semen shipping container is the sole property of Rose Hill Equine Center INC., and the Mare Owner has no rights to the container or any of its contents whatsoever. Should the Mare Owner fail to return the container within the 7 day window the Mare Owner will be charged the \$25 a day late fee until the value of the shipping container is reached. The Mare Owner will notify the Breeding Manager no later than 8am on the day the shipment needs to be shipped. A shipping quote will be provided by the breeding manager before the shipment is shipped. **All fees and charges due under this Agreement must be paid prior to any shipment.** The Mare Owner also agrees to pay for all courier, shipping, and handling charges which may be incurred as a result of this agreement. Breeding Manager may refuse to make any shipments to Mare Owner if Breeding Manager Believes that the Mare is not healthy and in sound breeding condition. Upon receipt of shipment, Mare Owner shall try diligently to settle the mare and shall use all diligence and care in the insemination of the Mare. Mare Owner waives all claims against Breeding Manager for the sickness, injury or death of the Mare and her offspring arising from the exercise of the breeding privilege granted in this agreement. Breeding Manager waives all claims against Mare Owner for any injury, sickness, or death of the Stallion arising from the exercise of the breeding privileges in this Agreement. **All unused Frozen Semen Straws are property of the Stallion Owner and shall be shipped back to storage facility by the end of breeding season at the Mare Owners expense.**

3. **Canada Shipments:** Shipping to Canada requires the mare owner or designated Veterinarian to provide an Import Permit. A USDA Health Certificate will be provided with shipment. Shipping to Canada is FedEx Only.

4. **Overseas:** Shipping overseas will be coordinated with the facility that stores semen overseas. Shipping fees will be paid to facility shipping to your veterinarian. The mare owner is responsible for all shipping fees incurred with this overseas breeding and the return of container at mare owners' expense.

5. **Board and Veterinary Charges:** (applicable to onsite breedings) Mare Owner also agrees to pay all board and other veterinary expenses incurred by the Mare and her foal while in care of Breeding Manager at the Breeding Facility or Pallone Veterinary Hospital, these expenses are due and payable on or before 30 days after the date of the invoice.

6. **Condition and Treatment:** Mare Owner agrees that when delivered to Breeding Manager or when a cooled semen shipment is requested, the Mare will be healthy and in sound breeding condition. A copy of both sides of the Mare's registration shall be attached to this Agreement or sent to the Breeding Manager prior to or upon the Mare's arrival to the Breeding Facility or semen shipment request. Mare Owner warrants that it is the owner or lessee of record of the Mare. If the Mare is to be bred at the Breeding Facility, then on or before delivery of the Mare to the Breeding Facility, Mare Owner must provide the following for each Mare: **(a) negative Coggins test date within six months prior to delivery of Mare to Breeding Facility, and (b) vaccination, deworming, farrier and any other health and reproductive records reasonably deemed necessary by the Breeding Manager for the care and health of the Mare and her foal. Failure to furnish these health certificates will be authorization for Breeding Manager to perform such services as deemed necessary for the Mare's well-being at the Mare-Owner's expense.**

7. **Care of Mare and Foal for On-Site Breedings:** For Mares bred at the Breeding Facility or Pallone Vet Hospital, Breeding Manager shall each mare for breeding and shall conduct the breeding and post-breeding care. Breeding Manager shall exercise reasonable judgement in the breeding, care, and supervision of the Mare; however, the Mare Owner waives all claims against the Breeding Manager for the sickness, injury, or death of the Mare and her offspring from matters beyond reasonable control or resulting despite rendering reasonable and ordinary care. Breeding Manager shall diligently try to settle the Mare: however, if for any reason a Mare does not settle, Mare Owner waives any claim against Breeding Manager. Breeding Manager's Veterinarian will examine the Mare for normal breeding conditions and will administer care as Breeding Manager reasonably deems necessary for the health and safety of the Mare and her offspring. Mare Owner consents to the administering of all medical care for the Mare and her offspring that the Breeding Manager reasonably deems necessary, and Mare Owner grants Breeding Manager the right to exercise all reasonable authority and discretion with respect to the care of the Mare and her offspring. If any extraordinary health care is required for the Mare and her offspring, Breeding Manager shall attempt to contact Mare Owner by telephone prior to taking any major action, but Breeding Manager's inability to contact Mare Owner does not abrogate the authority granted to Breeding Manager by Mare Owner.

As Mare Owner I give permission to the Breeding Manager to authorize emergency care that costs up to \$_____ in the event of an emergency and I am not able to be reached. I understand that the Mare Owner is responsible for any bill that is incurred.

In the case of an emergency colic my mare is a candidate for Colic Surgery and I consent to her being transported to the nearest Emergency Hospital if I am not available to be contacted and the supervising veterinarian believes that is her best chance at survival. I understand that the Mare Owner is responsible for any cost incurred.

Yes _____ No _____

8. **Breeding of Mare by Cooled Transported Semen:** Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of Cooled/Frozen Semen. Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled/Frozen semen will perform the insemination. Mare Owner agrees to use their best efforts to perform the insemination procedure within 24 hours, but not more than 72 hours after collection from the Stallion. Mare Owner agrees to use all Cooled/Frozen semen provided by this Agreement for the Mare named in this Agreement and no other. Semen will be collected ONLY on established collection days and no guarantees are made or implied that semen will be available when requested. **AS THE USE OF COOLED/FROZEN SEMEN IS AN EMERGING TECHNOLOGY, RANCH MANAGER MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COOLED/FROZEN SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. BREEDING MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED/FROZEN SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY, OR CHARACTERISTICS.**

9. **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 the Mare Owner must notify the Breeding Manager within 48 hours of the transfer of embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner will be required to acquire additional breeding privilege(s). Contact the Breeding Manager immediately. If an embryo is frozen/vitrified, the Mare Owner must notify the Breeding Manager within 48 hours. An additional contract will be executed for each pregnancy thereafter. Each pregnancy is subject to a breeding fee and chute fee.

10. **ICSI:** The intracytoplasmic sperm injection (ICSI) procedure involves micro-injection of a single sperm cell into the cytoplasm of a mature oocyte, which physically causes fertilization. Any other embryos resulting in a pregnancy will require an individual contract, which will include a breeding fee and chute fee (per pregnancy), the Mare owner is responsible for reporting all embryos and their updates, within the breeding year. Failure in reporting will result in a late fee of \$100.

11. **Live Foal Guarantee (Rebreed):** 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 Breeding Manager) during the subsequent breeding season. **This is a one-time return breeding privilege**, and if the mare (or approved substitute mare) does not produce a live foal from this return breeding right, then the Mare Owner shall have no further return breeding privileges under this Agreement. 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 Breeding Manager. Any attempted assignment without the prior consent of Breeding Manager will, at the option of Breeding Manager, terminate this Agreement and release Breeding Manager 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 the Mare Owner giving Breeding Manager written notice within 14 days after the foaling or aborting that the Mare did not produce a live foal. One Year Right of Return** 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. This rebreed is subject to a chute fee. Mare Owner is responsible for paying Breeding Manager all of the other applicable charges above that are incurred on behalf of the Mare and her foal. This return breeding privilege is void and Breeding Manager will be released from all liability if: (1) the Mare is removed from the Breeding Facility before the Mare is checked in foal by Breeding Manager's Veterinarian, unless the removal is approved by Breeding Manager, or (2) the Mare is sold by Mare Owner prior to foaling, unless Breeding Manager has been informed of the sale and approves the transfer of the live foal guarantee. (3) if the stallion dies, is sold, or becomes unfit for breeding in the opinion of the Breeding Manager or there is no frozen semen available. **Rebreed cannot be sold.**

12. **Insurance:** Breeding Manager will not carry insurance on the Mare or her offspring. Mare Owner may carry insurance on its horses as it so chooses. If the Mare is bred at the Breeding Facility and if Mare Owner elects to insure the Mare and her offspring, then Mare Owner shall inform its insurance carrier of the location of the horses and shall provide Breeding Manager with insurance carrier information.

13. **Late Payment and Security Interest:** Breeding Manager may charge Mare Owner interest at a monthly rate of 1.5% for any invoiced expenses and fees not received by Breeding Manager on or before the due date. The Mare will not be released until the Stallion Service Fee, all veterinary expenses, board bills, and any other charges incurred on behalf of the Mare have been paid to Ranch Manager in full. To secure the payment of these fees and expenses, Mare Owner grants a security interest in the Mare and her foal at the Breeding Facility to Breeding Manager (to be perfected by filing a copy of this Agreement), and Breeding Manager has no obligation to release the Mare and the foal to Mare Owner or to issue a Breeders Certificate until Mare Owner has paid all the fees and expenses incurred on behalf of the Mare and her offspring. Mare Owner assumes and agrees to pay all charges, expenses, attorney's fees and related costs incurred in the collection of this balance. If this account is not paid within 90 days of billing, Breeding Manager may foreclose and sell the Mare and her foal, if any, pursuant to the Uniform Commercial Code at either public or private sale and apply the proceeds first to all attorney's fees and costs of sale incurred in relation to the foreclosure of the security interest and the balance to outstanding amounts owed to Breeding Manager. Further, in this event, the Mare Owner agrees to deliver to the Breeding Manager the original registration papers and properly executed transfer papers on the Mare and her foal. If the Mare Owner refuses to execute all necessary, transfer documents and deliver registration papers after default Mare Owner agrees to pay \$500 to cover the cost of obtaining a new registration certificate or the amount necessary to cover these costs. Mare pregnancy status must be reported to our office by **September 1st** of the breeding year, (frozen & cooled shipments) to ensure that your mare is on the stallion breeding report to be able to register the foal. **A late fee of \$100** will be charged to your account.

14. **Breeder's Certificate:** The Breeding Manager will issue a FROZEN or COOLED SEMEN BREEDER'S CERTIFICATE upon the request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other Mare for the Mare under this Agreement. Any attempted assignment or substitution without prior written consent of the Breeding Manager will, at the option of the Breeding Manager, terminate this Agreement and release the Ranch Manager from all obligations hereunder. Switching mares on this contract, if you contact the office and send a written or e-mail request to switch mares on this contract prior to breeding no fees will be incurred. However, if you switch mares without knowledge or consent you will incur a fee of \$250. The FROZEN or COOLED SEMEN BREEDER'S CERTIFICATE shall be issued only for the Mare named in this Agreement. Assignments and substitutions will be made only at the discretion of the Breeding Manager and then only in special circumstances (i.e., death of mare, etc.). Mare Owner agrees to notify the Breeding Manager of breeding dates and mare status. Stallion Owner is responsible for stallion breeding reports (Stallion Return).

15. **Termination:** If the Stallion dies, is sold, or becomes unfit for breeding in the opinion of Breeding Manager, or there is no longer any frozen semen available, this Agreement will, at the option of Breeding Manager, immediately terminate, but Mare Owner shall continue to be responsible for payment to Breeding Manager for all expenses incurred by Ranch Manager on behalf of Mare Owner prior to the Mare and her offspring being removed from the Breeding Facility.

16. **Entire Agreement/Governing Law/ Venue:** This Agreement contains the entire agreement between the parties and may be amended only in writing and signed by each of the parties. Arkansas law governs this Agreement, all of the terms and provisions of which are performable in White County, Arkansas. 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 White County, Arkansas.

17. **Notices:** Notices under this Agreement must be delivered personally, by certified mail, return receipt requested, an overnight delivery service, or by e-mail 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.

Signature Page

Mare Owner agrees to pay the stallion breeding fee of \$ plus either a chute fee for onsite mares or a collect and ship fee per shipment. **The stallion service fee is due in full prior to ordering semen. Payment for shipments are due BEFORE the shipment leaves the breeding facility.** There is a 4% processing fee for all fees paid with a credit card. If paying with a check, make payable to **Rose Hill Equine Center INC.**

Breeding Manager
Rose Hill Equine Center INC

Colleen Ellzey, Authorized Agent of RHEC

Stallion Owner / Authorized Agent

X _____
Signature of Stallion Owner / Authorized Agent

X _____
Printed Name of Stallion Owner / Authorized Agent

Mare Owner / Authorized Agent

X _____
Signature of Mare Owner, or Authorized Agent

X _____
Printed Name of Mare Owner, or Authorized Agent

Phone: _____

Email: _____

Billing Address: _____

If breeding Off-Site please fill out the following:

Vet / Breeding Manager receiving semen:

Name _____ Phone # _____

Email (for tracking number) _____

Shipping Address for Semen: _____

INSTRUCTIONS: Sign and return contract to Rose Hill Equine Center at 171 Pallone Lane, Rose Bud, Arkansas 72137 or email to Breeding Manager at colleen@roseofsharonranch.com. We will keep a copy of the fully executed Agreement and a copy will be returned to you via email. The Mare will not be bred to the Stallion until all parties have signed the Agreement.

*****CONFIDENTIAL*****

Credit Card Information to go on file:

Name On Card _____ Zip Code _____
Card Number: _____ Expiration _____ CVV _____

☐ I would like to use this form of payment to pay the Stallion Service Fee

☐ I would like to use this form of payment to pay for chute fee or shipments

*****CONFIDENTIAL*****