

**Smoky Pritchett
Iron Canyon Ranch**

22360 Renelli Road Red Bluff, CA 96080
Phone 530-527-3859 Fax 530-527-0500 Cell 530-200-0560

COOLED/FROZEN SEMEN BREEDING CONTRACT

This agreement between Terry Ratto (stallion owner), and the owner of the mare described below is dated as of _____, at Los Altos, California. The mare owner hereby agrees to present the mare _____, reg. # _____ for breeding to the stallion Jasons Peptolena, during the breeding season. The breeding season begins February 15th and ends July 15th. This agreement is subject to the following terms and conditions:

1. The stallion service fee is \$1,500. There is a \$500 non-refundable booking fee. The booking fee is to be returned with this contract and a copy of the mare's registration papers (both sides). Additionally, there is a shipped semen fee of \$300. The balance of the stallion service fee (\$1000), as well as the shipped semen fee, is due prior to semen being ordered. The completed contract, along with a copy of the mare's registration papers and all fees must be received before any semen will be shipped. The stallion service fee (including booking fee) is payable to Terry Ratto (stallion owner). The shipped semen fee should be made payable to Smoky Pritchett.
2. The shipped semen fee includes the first semen shipment and prepaid Federal Express next day delivery. All subsequent shipments, if necessary, must be paid in advance by the mare owner at \$150 per shipment. Counter-to-counter airline shipments will be subject to a \$125 courier fee per shipment.
3. Under this contract a live foal is guaranteed. It is agreed that a "live foal" is defined as one that will stand and nurse without assistance after foaling. If the foal is born dead or the mare is found to be not in foal, it is the mare owner's responsibility to notify Iron Canyon Ranch within seven (7) days. A statement from a licensed veterinarian must accompany this notice. In such case, return privileges will be available the following year only. If the mare is to be returned, another shipped semen fee of \$300 will be due prior to the mare being rebred the following year. The breeding fee will not be refunded.
4. If the mare fails to return for rebreeding the following year then all fees paid shall be forfeited, the right to a rebreed is canceled, and the stallion owner and/or Iron Canyon Ranch is released from all further obligation of this contract.
5. If the mare dies or becomes unfit to breed, the owner may return during this season, or the following season only, with a substitute mare approved by the stallion owner, without an additional breeding fee.
6. It is further understood that should the above named stallion die, or become unfit for service for any reason, then this contract will become null and void and both parties are relieved of any further obligation hereunder. Any moneys paid by the mare owner toward the stallion fee, with the exception of non-refundable booking fee, shall be refunded to the mare owner, if the mare has not been impregnated.
7. Stallions will be collected on an every other day basis. It is the responsibility of the mare owner and his/her veterinarian to confirm our breeding/shipping days. Resident mares have first priority and semen will be shipped on its availability, in the order we are notified. There is no guarantee of availability of cooled semen.
8. The stallion owner, at his discretion, may ship frozen semen if appropriate based on the stallion's performance schedule.
9. Iron Canyon Ranch only assumes responsibility to ship semen in viable condition, and shall not be held liable for contamination of semen during or after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Iron Canyon Ranch does not guarantee the fertility of the stallion, but 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. Owner agrees to use all cooled semen provided by this agreement for the mare named in this agreement and no other.
10. A "breeders certificate" will be issued upon notification of the birth of the foal, only if all fees are paid, including any past due bills on any horses owned by the mare owner.
11. International shipments will be charged actual shipping and duty fees that exceed the normal costs for shipping within the domestic United States.
12. The semen shipping container, with all its contents, must be returned to Iron Canyon Ranch within three (3) days after the date of delivery, (i.e., received on Monday must be returned by Thursday). Mare owner will be charged \$25 per day late charge thereafter. Late charges will be applied to owner's account and must be paid prior to any subsequent shipments.

Name _____ FedEx Shipment to: _____
Address _____
City _____
State _____ Zip _____
Primary phone _____ Nearest Airport: _____
Cell phone _____

Mare Owner Signature _____ Method of payment: _____
Stallion Owner Signature _____ Check # _____