





Contracts, Breeders Certificates: Solo Select Horses, LLC 20910 HWY 377, Whitesboro, TX 76273 (903) 436-7021 - office@soloselecthorses.com

I,(mare owner), hereby agree on	(date) to contract with The Ranch	
Equine, Inc.(Breeder) to breed the following mare,	(mare name) Reg.No.:	
to the stallion METALLIC CATTACK (AQHA/APHA 5720633) for the 2023 breeding sea	son (Feb. 6 - July 1) subject to the following terms &	
conditions.		
The Breeding fee is \$2,500.00, which includes:		
-		
<ul> <li>\$500 Booking Fee- Due upon receipt of contract. Non-transferable/Non-refundable and</li> <li>\$2,000 Stallion/Chute Fee - Due before mare is bred on-site or before any semen may a</li> </ul>		
Chute Fee Includes ONE of the following: First (2) Pickups, (1) FedEx shipment,	<u>\$250 towards first Airline or Canadian shipment*</u>	
*See below in contract for details.		
If additional shipments or pickups are needed, the charges are as follows:		
Pickup: <u>\$100.00</u> FedEx Overnight \$ <u>300.00*</u> Counter to Cour	nter: <u>\$400.00</u> Canadian: <u>\$550.00</u>	
*First Priority on FedEx Overnight – a	add \$100	
Diagon shock and of the fallowing.		
Please check one of the following:		
Shipped Semen 🔲 On-Site Breeding** 🔲 Pick-Up Semen 🗌		
**On-Site breeding has LIMITED AVAILABILTIY. Please contact The Ranch Equine to confirm availability and to schedule a drop off at least 14		

days in advance. Space is limited and not guaranteed. If there is no availability, we can refer you to other local breeding facilities.

#### Cooled Shipped Semen - \*\*INITIAL ALL BELOW IF USING SHIPPED SEMEN\*\*

The mare owner understands that they must comply with the following when dealing with shipped semen:

Orders for semen MUST be made by 5pm Ce	tral Time the day prior to shipmen	t. Cancellations MUST be made by	y 8:00 am CST the
day of shipment or there is a \$100 cancellation fee.			

Shipment requests must be called in to THE RANCH EQUINE Inc (903) 564-7883. No fax, email, or any other type of request will be accepted. Mares on the premises of The Ranch Equine Inc. have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, The Ranch Equine Inc. will ship on a first ordered, first served basis – so please call as early as possible to get your mare on the list. We can ALWAYS cancel you by 8 am on the collection day!

\_\_\_Mare Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available!

#### Shipped Semen/Pick Up Breedings:

- 1. The first (2) pickups or (1) FedEx shipment are covered in the Chute Fee. In the event the first shipment is a counter-to-counter air shipment, or Canadian shipment, \$250 of your Chute Fee will go towards this shipment. The remainder is payable prior to the shipment leaving the custody of The Ranch Equine Inc. Any subsequent pickups or shipments must be paid in advance or will be charged to the credit card on file. No shipment will be released from The Ranch Equine Inc. without prior payment.
- 2. Pickup from The Ranch Equine Inc. will be \$100 per shipment. FedEx will be \$300 per shipment. Counter to counter by air will be \$400\* per shipment. Canadian shipments will be \$550\*.

\*Courier fees to DFW Airport or Dallas Love Field and other charges are included in these prices. Mare owner is responsible for pickup or costs associated with pickup.

- 3. USDA Health Certificate and fees associated for export are included in the Canadian Shipment price (\$550).
- 4. Stallions are collected on an every-other-day basis. There are no exceptions. It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days. Semen must be requested by 5pm the day prior to collection by contacting The Ranch Equine Inc. at (903) 564-7883. Shipment requests must be called in to THE RANCH EQUINE (903) 564 7883. No fax, email, or any other type of request will be accepted. The Ranch Equine requires that all cooled semen expenses be paid in advance of shipment. In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent.
- 5. Shipment method for FedEx Overnight, or Counter to Counter Airline service must be specified when ordering semen. The courier service used by The Ranch Equine Inc. is contracted with American Airlines, Delta, and United.

- 6. Overnight shipments are sent FedEx Priority Overnight. In the event the person requesting semen specifies for shipment via UPS or FedEx First Overnight, an additional \$100 charge will be added to the shipment price.
- 7. We will make every effort to accommodate semen requests, however due to the nature of this stallion still being shown, we make no guarantees that cooled semen will be available on any specific collection day.
- 8. Mares on the premises of The Ranch Equine Inc. have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, The Ranch Equine Inc. will ship on a first ordered, first served basis. If cooled semen is unavailable, we will make every effort to offer frozen semen for an additional charge.
- 9. Mare Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available.
- 10. The Ranch Equine Inc. 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. The Ranch Equine Inc. does not guarantee fertility of any 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. Mare Owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.
- 12. Shipping containers must be returned in a timely manner. If container is not returned within one week of shipment, a \$40 fee will be billed and is payable by the Mare Owner.

The Ranch Equine, Inc., agrees to ship cooled semen as described above. If the mare fails to settle for any reason the mare owner will not hold The Ranch Equine, Inc., responsible or liable for damages to the semen or condition of the Mare. The Ranch Equine, Inc., reserves the right to require the mare to be brought to breeding facility to be bred in such a case.

#### On-Site Breedings:

- 1. Mare Owner will furnish Breeder with a current negative Coggins test, Veterinarian's certificate of health, and all current health records. If these documents do not accompany the mare, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. The Breeder reserves the right to accept or reject any mare that is not in proper condition, or does not have all the records, tests, and registration documents as required herein.
- 2. An additional On-Site Reproduction Fee of \$250 will be applied for all mares bred on site. This fee includes all rectal palpations, ultrasounds, semen collection, and artificial insemination for (2) cycles if necessary. In the event morebreeding attempts are required after the first (2), the Mare Owner is responsible for all charges associated.
- 3. Breeder agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees to pay for care and feed at the daily rate provided by The Ranch Equine. Breeder will exercise judgment in care and supervision of mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at Mare Owner's expense.
- 4. The undersigned agrees that the Breeder and its agents, officers and employees will not be responsible for any accident, injury, sickness, or death to the mare or its foal, whether from flood, fire, theft, act of God, or any other reason. The undersigned agrees to and shall indemnify and hold harmless Breeder and its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney fees, for injury or death to the mare and/or foal. Any per- son associated with Breeder is not liable for death, or any disease, accident, and/or injury caused to the mare and/or her foal, and that Mare Owner is not liable for death, or any disease, accident, or injury caused to the stallion.
- 5. Breeder requires the balance of the Breeding Fee, plus all unpaid board and expenses must be paid in full before the mare is released from The Ranch Equine Inc. A mare owner representative will be allowed to pick up the mare if a current signed credit card authorization is on file.

#### Mare owner understands and complies with the following:

- 1. It is the Mare Owner's responsibility to notify The Ranch Equine Inc. of the pregnancy status within 35 days of insemination. Failure to contact The Ranch Equine Inc. by August 1st will result in a \$50 late fee to add the mare to the Stallion Breeding Report.
- 2. To obtain a Breeders Certificate, you must notify Solo Select Horses, LLC of the birth of the foal. This certificate will not be issued nor released until the account has been paid in full.
- 3. *Embryo Transfers:* Mare Owner agrees to notify The Ranch Equine Inc. that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to notify The Ranch Equine Inc. once the additional recipient mares have been confirmed in foal with a heartbeat present. The Mare Owner must then pay a Stallion Fee equal to the aforementioned Stallion Fee for each additional live foal. The additional Stallion Fee is due upon the additional foal(s) standing and nursing. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).
- 4. *Live Foal Guarantee*: Live foal means the foal shall stand and nurse without assistance. It is understood that if the mare proves barren, aborts her foal, or if foal is born stillborn, a return breeding will be guaranteed the following year only at The Ranch Equine, Inc., providing that proper notification is received within 7 days of the occurrence. Third year rebreeds are at the discretion of the stallion owner. A live foal guarantee will apply to those mares that are certified in foal by a licensed veterinarian. Confirmation must be sent to The Ranch Equine, Inc. in order to guarantee a rebreed. Confirmation can be in form of letter from attending licensed veterinarian. Breeder does not make any warranty or representation as to the quality or conformation of the foal, merchantability, or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.
- 5. Rebreeds: If the mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year. Mare owner will be subject to an additional chute fee, plus any additional attending veterinarian fees. If the Mare Owner fails to return the mare for breeding the following year, then any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed to in writing and signed by all parties. All third year rebreeds are at the sole discretion of the stallion owner.

- 6. All Rebreeds and Donated breedings are subject to a \$600.00 Chute Fee. Any breedings that are won through Facebook Promotions done by Solo Select Horses, LLC will NOT include a live foal guarantee. They are valid only for the year the breeding has been won.
- 7. This contract is valid for the 2023 breeding season only. Mare Owners may not purchase this contract with the intent to use in a subsequent season. In the event of this contract being paid in full, and the mare never being bred, this shall become a rebreed for the following season ONLY. An additional Chute Fee AND Booking Fee will be due at that time, and any difference in Stallion Fee is payable to the Stallion Owner.
- 8. This contract is a binding agreement between The Ranch Equine Inc., Stallion Owner, and Mare Owner and is non-transferable unless otherwise agreed to, stated in writing, and signed by all parties. Any transferred breedings will incur an additional Chute Fee and completed paperwork by the new contract holder.
- 9. The Mare Owner agrees that the mare presented for breeding will be in good health and in sound breeding condition. Any mare certified by the attending veterinarian to not be in sound breeding condition shall not be bred and a mare may be substituted at no additional charge.
- 10. The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding The Ranch Equine, Inc., Solo Select Horses, LLC nor any of its employees, associates, or affiliates. Failure to do so may result in legal action regarding the content and damages associated from such action. Furthermore, The Ranch Equine Inc. reserves the right to void this contract in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a rebreed.
- 11. Should the above-named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder. Any monies paid by the Mare Owner toward the Stallion Fee, shall be refunded at the sole discretion of the Stallion Owner.
- 12. When the Mare Owner signs and returns this contract to the Breeder it becomes a valid and binding contract upon both parties. All unpaid expenses will be paid upon receipt of an invoice or when the mare leaves the ranch, whichever is first. The mare and foal (if applicable) shall be released only upon payment in full of all outstanding balances, including those of the attending veterinarian. Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 2% per month or the maximum rate allowed by law.

This contract will be governed by the laws of the State of Texas. It is understood that The Ranch Equine, Inc, its owners, employees, and guests shall not be liable for any injury, escape, disability, act of God or death of any horse on its premises. The parties hereby specifically agree that this Agreement shall be construed, governed, and interpreted by and in accordance with the internal laws of the State of Texas. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Grayson County, Texas as this agreement shall be performed in Grayson County, Texas as the last act to make this a binding contract occurred in Grayson County, Texas.

Stallion Manager / Agent Signature

Mare Owner and/or Agent — Signature

### OWNER INFORMATION

### Please complete all parts of owner information or your contract will not be processed.

Owner/Agent:	
Address:	
City/State/Zip	
Cell Phone:	Alt. Phone
Email:	

### \$500 DEPOSIT - PAYMENT OPTIONS

Fill out credit-card information below. A 4% convenience fee applies to all credit card transactions.

 Mail a check made to: Solo Select Horses LLC 20910 Hwy 377 Whitesboro, TX 76273

The remaining breeding fee and chute fee will be charged to the card on file before semen is shipped. If you prefer to pay with a check, it must be received in the office before your mare is on the list for semen.

### CREDIT CARD INFORMATION

Credit Card Type:	_Credit Card Number:			
Expiration Date (MO/YR):	Security Code:	_		
My credit card information is the same as the owner information above $\Box$				
Name on Credit Card:				
Billing Address:				
City, State, Zip:				
Signature Authorization:		Date:		

# **Shipped Semen Information**

Name of Clinic:	_Phone
Contact/Veterinarian:	_Phone
Address:	
City/State/Zip:	
Clinic/Veterinarian Email:	
Does this location accept FedEx deliveries on Saturday?	N *Please provide alternate location if not
Saturday Delivery Location:	
City/State/Zip:	
Nearest Major Airport:	
Alternate Airport:	
* Our couriers will make every effort to ship to the preferred airport. Due to flight times, best judgment to ensure the shipment arrives on the best possible flight. Beste Courier S has left their possession but will do everything, they can, to help ensu	ervice is not responsible for delays or problems with airlines once the package

# Semen requests MUST be made by 5pm the day prior to collection.

# To order semen, please call the office at (903) 564-7883

Mares on the premises of The Ranch Equine Inc. have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, The Ranch Equine Inc. will ship on a first ordered, first served basis – so please call as early as possible to get your mare on the list. We can ALWAYS cancel you by 8 am on the collection day!

Once a request is made, we will consider it confirmed if not cancelled by 8am Central Time the morning of a collection day. Any cancellations made after 8am will be subject to a \$100 late cancellation charge.

Please expect to receive ONE DOSE per shipment. Two doses will be sent If available!

Our breeding season runs from February 6th to July 1st. Please refer to the collection calendar on The Ranch Equines website for collection days or call with any questions.

Please contact our office at (903) 564-7883 should you have any questions.

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All semen requests MUST be made by 5pm CST the day BEFORE Collection

# Please call (903) 564-7883 to request semen

ANY REQUEST MADE BY EMAIL, TEXT, FACEBOOK OR ANY OTHER METHOD WILL NOT BE ACKNOWLEDGED