



FROZEN SEMEN CONTRACT

Bill and Michelle Cowan
COWAN RANCH, INC.

P.O. Box 2492, Ardmore, Ok, 73402 U.S.A. • Phone: 580-657-3753 • Cell: 580-220-1281

- 1. I hereby agree to breed my mare/reg #: _____ to Catty Hawk hereinafter referred to as Stallion (Registration # 4754306) for the 20__ breeding season. Insemination shall take place at Quipolly Equine Centre or by shipped frozen semen. I agree to pay Cowan Ranch, Inc. \$ _____ made payable to Cowan Ranch, Inc. for the stud fee, which includes a non-refundable Booking Fee of _____. Stud fee is to be paid in full prior to semen shipment. No semen will be shipped without being paid in full and signed contract and copy of the mares papers recieved by Cowan Ranch, Inc.**
2. Stud Fee does entitle mare owner to Live Foal Guarantee. I am entitled to a “live foal” conceived from this breeding that will stand and nurse after foaling without assistance and lives for (24) hours. If my mare is found not in foal, or delivers a stillborn, I am allowed a Rebreed Contract if Cowan Ranch is notified with in (30) days of the discovering the mare is open or foal is still-born. With the notification there must be a statement from a licensed veterinarian. A Re-breed contract will apply to the following breeding season only, and the Stud Fee will be nonrefundable. Live Foal Guarantee will be null and void if Mare Owner does not give ample opportunity to settle mare. Stallion Owner will also be released from Live Foal Guarantee if mare is sold without notifying the Stallion Owner and providing new contact information. With Re-breed agreement the Mare Owner is required to pay all other veterinary related fees and board.
3. If Mare owner needs to change which mare they are going to breed a new contract must be signed with replacement mare’s name and registration #. Mare owner may not assign this breeding contract or substitute any other mare under this agreement without the prior written consent of the stallion owner. Any attempted assignment without prior consent of stallion owner will, at the option of stallion owner, terminate this agreement and release stallion owner from all obligations hereunder.
4. The mare owner is responsible for the shipping costs from the designated facility to their designated facility as well as any additional charges that may be incurred. The stallion manager agrees to furnish 3 breeding doses (8 straws per dose) for the above listed stallion per frozen semen contract. If additional doses are required the stallion manger will provide additional frozen semen, \$200.00 per additional 2 breeding doses (8 straws per dose). Mare owner is responsible for any and all costs/fees associated with shipments.
5. Mare owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. Any attempt to breed more than one mare with a shipment will void this contract.
6. Each mare being bred with frozen semen will be allotted a total of three (3) doses of semen for the breeding season. The semen will be distributed as 2 doses for the 1st cycle and 1 dose for 2nd cycle. The mare owner is only entitled to the amount of semen necessary to get their mare in foal; they do not own all 3 doses.
7. **BREEDING OF THE MARE BY FROZEN SEMEN.** The Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all related breed association requirements concerning the use and handling of frozen semen. The Mare Owner agrees that an individual who is qualified and experienced in the use and handling of frozen semen will perform the insemination. The Mare Owner agrees to use the semen provided by this Agreement for the Mare named in this Agreement and no other. **THE STALLION MANAGER MAKES NO WARRANTY OR GUARANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO FROZEN SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE STALLION MANAGER MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE FROZEN SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTERGRITY, QUALITY, OR CHARACTERISTICS.**

8. EMBRYO TRANSFER. I understand that if an embryo transfer is performed and multiple embryos are recovered during the embryo harvesting I will be accountable for an additional stud fee of \$_____, within (60) days of confirming pregnancy in order to receive a certificate for the additional foal(s). If a conception from a multiple embryo harvest does not produce a Live Foal after the Mare Owner pays for the additional Stud Fee(s), it is the Stallion Owners discretion to refund the Stud Fee for the additional conceptus or allow it to be counted as a Rebreed for the following breeding season.
9. It is further agreed that if the mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal, a substitute mare will be allowed for the current breeding season or the following season only. No Stud Fee will be refunded.
10. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when the Stallion Manager has been notified that a live foal has been produced.
11. This contract 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. The stallion breeding fee is USD \$2,500.00. All fees must be paid, contract signed by both parties, and a copy of mares papers to Cowan Ranch Inc. before receiving semen. Payment in US Dollars by check, cashiers check or bank wire. Contact Cowan Ranch Inc. for Bank name and payment instructions.

STUD FEES: BOOKING FEES:

TOTAL DUE:

MARE OWNER (PLEASE PRINT):

SIGNATURE OF MARE OWNER:

CITY/ STATE/ ZIP:

PHONE #:

EMAIL:

STALLION OWNER (PLEASE PRINT):

SIGNATURE OF STALLION OWNER/ AGENT:

DATE CONTRACT SIGNED:



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