



W. T. WAGGONER ESTATE
 White Face Barn
 2533 County Line Rd
 Electra, TX 76360
 (940) 495-3773 Fax (940) 495-2556



COOLED TRANSPORTED SEMEN STALLION BREEDING CONTRACT

This Cooled Transported Semen Stallion Breeding Contract ("Agreement") is made this _____ day of _____, between W.T. Waggoner Estate ("Ranch") and _____ ("Mare Owner"). Ranch is the W.T. Waggoner Estate in Vernon, Texas.

1. **Breeding Privilege.** Mare Owner agrees to breed its "Mare" _____ Registration No. _____ by Cooled Transported Semen to the Stallion _____ standing at Whiteface Line Camp, Electra Texas, for the 2010 Breeding Season.

The 2010 STALLION SERVICE FEE is _____, which includes a non-refundable BOOKING FEE of \$250.00 payable upon execution of this agreement, (or is subject to the additional terms of this contract, as listed below.)

2. **Charges.** Mare Owner agrees to pay the Stallion Service Fee and Booking Fee prior to shipment of COOLED SEMEN to its insemination point. Mare Owner also agrees to pay for all courier, shipping, and handling charges which may be incurred as a result of this Agreement. Mare Owner understands that the shipping container is the sole property of W.T. Waggoner Estate, and Mare Owner has no ownership rights in the container or its contents whatsoever. Should Mare Owner fail to promptly return the shipping container to W.T. Waggoner Estate, the Mare Owner agrees to pay for its value in an agreed upon amount of \$250.00.

Any unpaid fees and expenses shall bear interest at the rate of eighteen percent (18%) per annum until paid. The unpaid balance of each account is due and payable within ten (10) days following receipt of the monthly statement. Any past due account which shall not be paid within thirty (30) days of billing shall be subject to collection action, including placing the account in the hands of an attorney for collection. Mare Owner assumes and agrees to pay all costs of collection, including charges, expenses, attorney fees and related costs, which shall be incurred in the collection of his balance.

In no event will the shipment be prepared for transfer unless the Mare Owner has provided the Ranch advance notice by 9:00 AM Central Time on the day of shipment and all charges due and payable hereunder have been paid in full.

3. **Conditions and Treatment.** The Mare Owner represents to the Ranch that the Mare is healthy and in sound breeding condition and registered with the American Quarter Horse Association, Jockey Club, American Paint Horse Association or the Appaloosa Horse Club. A copy of the registration certificate for said Mare shall be attached to this Agreement. The Mare Owner whose signature appears below warrants that it is the owner of record of the above named Mare. Mare Owner agrees to use all diligence and care in the insemination of the Mare. Ranch may refuse to breed the Mare to the Stallion if in his opinion the Mare is not healthy and in sound breeding condition.

4. **Waiver of Liability.** Mare Owner agrees to diligently try to settle the Mare. If, however, the Mare does not settle, Mare Owner will hold the Ranch harmless from any loss or damage. The Ranch is not liable for any sickness, injury or death of the Mare and/or her offspring. The Mare Owner will have no liability to the Ranch for any injury, sickness, disease or death of the Stallion arising from the exercise of the breeding privilege granted herein. Insurance for the Mare and her offspring is the sole responsibility of the Mare Owner.

5. **Return Breeding Right.** If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may rebreed the Mare to the Stallion subject to the terms and conditions of this paragraph. "Live foal" means that the foal resulting from the breeding stands alone, nurses, and lives for 24 hours. This return breeding privilege is conditioned on the following: (a) Mare Owner must notify Ranch within 48 hours after the time of foaling that the Mare did not produce a live foal. (b) Within 14 days after Mare Owner's notice, Mare Owner must provide to Ranch a certification that the foaling was an attended foaling accompanied by a statement from a licensed veterinarian giving the particulars required to substantiate the failure of the Mare to produce a live foal and stating that the insemination was conducted in accordance with this Agreement. (c) The Mare cannot be returned to race or performance training after the Mare has been checked in foal. (d) Mare Owner must, in Ranch's reasonable determination, use appropriate diligence and care in conducting the breeding. If any of these conditions are not met, Mare Owner shall not have a rebreeding privilege. Ranch may require the rebreeding to be performed at the W.T. Waggoner Estate rather than through transported cooled semen. In lieu of this rebreeding privilege, Ranch may, in Ranch's sole discretion, elect to refund the Stallion Service Fee, less the Bookkeeping Fee.

6. **Certificates and Substitutions.** The Ranch will issue a TRANSPORTED 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 Ranch will, at the option of the Ranch, terminate this Agreement and release the Ranch from all obligations hereunder. The TRANSPORTED SEMEN BREEDER'S CERTIFICATE shall be issued only for the Mare named in this Agreement. Assignments and substitutions will be made only in the discretion of the Ranch and then only in special circumstances (i.e., death of mare, etc.).

7. **Cooled Semen Handling.** Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all AQHA, APHA and APHC requirements concerning the use and handling of COOLED SEMEN. Mare Owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of COOLED SEMEN will perform the insemination. Mare Owner agrees to use his 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 SEMEN provided by this Agreement for the Mare named in this Agreement and no other. First shipment is \$250.00 and consecutive shipments are \$150.00 each payable prior to shipping.

8. **NO WARRANTY.** AS THE USE OF COOLED SEMEN IS AN EMERGING TECHNOLOGY, RANCH MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE COOLED SEMEN, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE RANCH MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY OR CHARACTERISTICS.

9. Miscellaneous. If the Stallion dies, is sold or becomes unfit for breeding in the opinion of the Ranch, this Agreement will, at the option of the Ranch, immediately terminate, but Mare Owner shall continue to be responsible for payment to Ranch for all expenses incurred by Ranch on behalf of Mare Owner as described in the terms of this Agreement. The Stallion Service Fee (less the Bookkeeping Fee) will be refunded and the parties to this Agreement will be released from any further liability. This Agreement contains the entire Agreement between the parties regarding breeding of the Mare with COOLED SEMEN and may be amended only in writing signed by each of the parties. This Agreement is binding upon the parties, their heirs, personal representatives, successors, and assigns, but this Agreement may not be assigned without the consent of the non-assigning party. This Agreement may be executed in one or more counterparts, each of which is deemed an original.

10. Notices. Notices under this Agreement must be delivered personally, by certified mail, return receipt requested, an overnight delivery service, or by telecopy 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.

ADDITIONAL TERMS: _____

MARE OWNER (as listed on Registration Certificate)

Address _____

Telephone (Home) (Office) (Fax)

**W.T. WAGGONER ESTATE
%RANCH
P.O. Box 2130
Vernon, TX 76385-2130**

X _____
Signature of MARE OWNER or Authorized Agent

By: _____

INSTRUCTIONS: SIGN AND RETURN CONTRACT TO W.T.WAGGONER ESTATE. YOUR COPY OF THE FULLY EXECUTED AGREEMENT WILL BE RETURNED. Please mail to 2533 County Line Road, Electra TX 76360.