



Stallion Service Contract - 2013

This stallion service contract is for the 2013 breeding season for the APHA Stallion named The Gift of Midas, APHA #836785, hereafter referred to as the "stallion". This contract is entered into on ___ day of _____, 2012 by and between Mountain View Paint Horse Ranch LLC, hereafter designated "MVPHR" and _____ mare owner, hereafter designated as "purchaser".

A photocopy of the mare's registration papers should be sent with this contract.

The Mare - The registered name of the mare to be bred is _____, APHA / Other
Registration # _____. Mare date of birth: _____. Mare color: _____.
Sire of Mare _____ Dam of Mare _____

- Purchaser may not substitute another mare for breeding without the prior, written consent of MVPHR.
- The mare's health and mortality are the full responsibility of the mare owner before, during and after this breeding.
- One mare will be covered by this contract. Each fertilized embryo must be covered by separate contract (see below).

Fees – The following fees are associated with this breeding. All fees must be paid in full and received by the MVPHR prior to any semen shipments and / or completion of registration paperwork. Payments should be made by check.

1. Booking Fee – A non-refundable booking fee of \$250 US Dollars is due at the signing of this contract. This will assure you a slot in the booking schedule for the stallion.
2. Breeding Fee – A non-refundable balance of \$650 US Dollars is due prior to the 1st shipment. This fee, along with the booking fee above, is for the stallion's services. See considerations below.
3. Collection Fee – A fee of \$200 US Dollars covers the collection and lab fees for each shipment of cooled semen. This amount is due prior to each shipment.
4. Shipping Cost - Actual shipping costs will apply for all shipments. If counter to counter shipment is required, nearest commercial airport / city to mare is _____. Handling fee of \$50 for counter to counter shipments from Prescott, Arizona airport applies.
5. A \$25 late fee and \$1,250 fee for un-returned frozen semen shipping containers will apply.

Each shipment will require a collection / shipping fee.

Shipments – Requests for semen shipments are filled as received. Shipments will be coming from Mountain View Paint Horse Ranch in Prescott Valley, AZ.

- Please call 2 days prior to your anticipated shipping date to get on the collection list.
- Please call before 9am MST on the expected shipping date to confirm shipment.
- Call MVPHR at 602.882.0868 (Sherry) to confirm your request for semen.
- The breeding season will runs from February 15th through July 15th.
- Purchaser of frozen semen should have the ability to accept and properly store frozen semen using their own container.

Re-breeding – The mare will have the right to a re-breeding in the 2014 breeding season under the following conditions

- Live Foal Guarantee - In the event that the mare is barren, aborts or produces a foal that is unable to stand alone and nurse and subsequently dies within the 1st 24 hours, a return "no fee" breeding will be guaranteed the following year only. This also covers foals with OLWS + (The Gift of Midas is OLWS +).
- His full brother – The Gift of Midas Two is OLWS Negative. He will begin shipping in 2014.

Sherry Marx - RioMontana@aol.com - 602.882.0868 or 602.820.7801
7950 Coyote Springs Rd., Prescott Valley, AZ 86315



- Purchaser agrees that MVPHR does make any guarantees as to the quality of the foal, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.
- Color guarantee - The foal will be eligible for APHA Regular registration or a half price re-breed will be granted.
- Collection and shipping fees apply to all re-breeding contracts / shipments. Guarantee applies for the initial breeding only and does not apply to re-breedings, free / donated or auction breedings.

Considerations - Proven mares (performers) are eligible for the following breeding fee considerations. Collection / shipping fees still apply:

- APHA / AQHA ROM - 10% discount
- APHA / AQHA Superior - 20% discount
- APHA / AQHA Champion - 30% discount
- APHA / AQHA Reserve World Champion - 50% discount
- APHA / AQHA World Champion - no fee breeding (costs still apply)

Early Booking Discount - a 10% discount on the breeding fee applies to stallion service contracts booked and paid for before December 31, 2012.

Multiple Mare Discount - a 10% discount on the breeding fee applies to each incremental mare booked within a breeding season 2nd mare (10% on both mares), 3rd mare (20% on all mares), 4th mare (30% on all mares), 5th mare (40% on all mares) and 6+ mares (50% on all mares).

Performance Incentives - MVPHR desires that foals from The Gift of Midas go on to strong show careers. To support these efforts, MVPHR is offering show incentives to the 1st offspring within each foal crop to earn the following titles:

- APHA ROM - \$250
- APHA Superior - \$500
- APHA Reserve World Champion - \$2,500 (split if multiple champions within / between the two world shows within the calendar year)
- APHA World Champion - \$5,000 (split if multiple champions within / between the two world shows within the calendar year)

Payable at December 31st of the show year to the owner of record of the horse at the time of the win. MVPHR (the stallion owner) is also eligible for these awards - as it will also be showing horses to promote the stallion and his offspring.

The 1st ten (10) foals in each foal class to earn an APHA "class win" in any class earn \$100. Applies to all breedings.

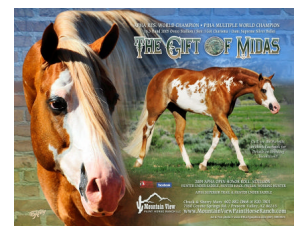
Non-Assignment – This agreement cannot be transferred or assigned by the purchaser. There shall be no right to a re-breed to the stallion is the mare is sold or otherwise changes ownership after being serviced by the stallion.

Breeders Certificate – Will be issued for the foal conceived by this mating when stallion service fee and all other expenses have been paid in full and upon notification the mare has produced a live foal.

Multiple Mares – With the advances in frozen semen technology, it is possible to inseminate multiple mares with one shipment. MVPHR will issue separate breeding certificates for each impregnated mare from the same shipment at a cost of 50% of the original breeding fee or \$450 on free / donated & auction breeding. No additional collection or shipping fees.

Warranty – MVPHR is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished there-under except that it is the stallion's semen.

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Insurance & Risk of Loss – Responsibility for all risks passes to the purchaser with this contract. Purchaser assumes the unavoidable risks inherent with horse related breeding activities, including but not limited to the semen, shipping container(s), purchaser's horse(s), purchaser and family members. Purchaser agrees to look solely to his/her insurance for compensation for any loss, and further agrees to indemnify and hold harmless MVPHR and its agents, veterinarians, employees and family.

Governing Law – This contract shall be governed by the laws of Yavapai County, State of Arizona and shall be binding upon the parties hereto and their personal representatives.

Content – This content represents the entire agreement between parties. No other agreements or promises, verbal or implied are included. When purchaser signs and returns this contract, it will be binding on both parties.

Mountain View Paint Horse Ranch LLC

Semen Shipping Information

By _____

Ship to _____

Purchaser _____

Address _____

Bill to _____

Address _____

Date _____ Phone _____

Phone #1 _____ Phone #2 _____

Shipping Method Preferred - FedEx _____ UPS _____ Other _____

Shipping Company account number _____

Un-returned Frozen Semen Shipping Containers - The shipping containers belong to Mountain View Paint Horse Ranch LLC. This information is being collected for un-returned shipping containers.

Credit Card # _____ Security Code _____ Expiration Date _____

Visa ___ MC ___ Signature _____

Please return one copy of this contract to Mountain View Paint Horse Ranch LLC at the address below and keep one copy for your files.



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