



Rick & Jalinda Covey 6509 Fry Road Dixon, CA 95620
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 www.amazinggraceranch.net email: tomcatchex@jcis.net

I, _____, as owner of the Mare, _____,
 Registration # _____ (AQHA/APHA), agree to contract with Amazing Grace Ranch, hereinafter
 known as "Breeder", to breed my mare to the stallion Tomcat Chex, AQHA #4322531, hereinafter known as
 "Stallion" for the fee of \$1,500. for a live foal during the 2010 breeding season, which begins February 1,
 2010 and ends June 30, 2010, subject to the following terms and conditions:

- \$650.00 Booking fee (non-refundable), due prior to first semen shipment payable to AGR/Jalinda Covey.
- \$1,500.00 Breeding fee, due prior to first semen shipment payable to AGR/Jalinda Covey.
- \$1,000.00 Breeding Fee for mares that have \$25K in earnings. Booking fee is \$650.00
- \$1,000.00 Breeding Fee for two (2) or more mares (same owner). Booking fee is \$650.00 per mare.
- SLL Breeding Fee - Own daughters of Smart Little Lena. Booking fee \$650.00. BI fee \$150.00, Fed-Ex \$150.00. Total \$950.00
- Donated Breeding Fee - Booking fee \$650.00, BI fee \$150.00, Fed-Ex fee \$150.00. Total \$950.00

Additional terms: _____

This service is subject to the following:

- 1) Mare shall be in a healthy and sound breeding condition. Mare Owner agrees to provide a photocopy of the mare's registration papers prior to breeding.
- 2) Mare Owner agrees to have the mare checked by ultrasound and to provide Amazing Grace Ranch with the results of the pregnancy exam no later than 30 days after the examination of the mare.
- 3) If the mare aborts or fails to conceive, she may return during the Breeding Season of the following year ONLY, provided all fees have been paid during the 2010 season.
- 4) Live Foal guarantee. Stallion Fee is for one live foal. A Live foal is defined as one that will stand and nurse. If the foal is born dead, Mare Owner agrees to furnish to the stallion owner, within seven (7) days, a veterinarian's certificate describing the occurrence. In such a case, return privileges will be available for one year ONLY. Breeding fee will not be refunded.
- 5) 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 in writing and signed by all parties.
- 6) If the mare dies or becomes unfit to breed, the Mare Owner may return during this season or the following season ONLY with a suitable mare approved by the stallion owner without any additional breeding fee.
- 7) 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, and any monies paid by the Mare Owner toward the Stallion Fee, with the exception of the non-refundable Booking Fee, shall be refunded to the Mare Owner if the mare is not settled or would qualify for rebreed privileges.
- 8) Mares on the premises of Amazing Grace Ranch have a breeding priority on any given breeding day. Therefore, Amazing Grace Ranch makes no guarantee that cooled semen will be available for a specific day.
- 9) Amazing Grace Ranch 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. Amazing Grace Ranch does not guarantee the fertility of "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 the Agreement for the mare named in this Agreement and no other.
- 10) Amazing Grace Ranch requires that all cooled semen expenses be paid in advance of shipment. Mare Owner may deposit additional funds with Amazing Grace Ranch. Monthly statements will be mailed for services provided and

charges made or deposits used. If any statement becomes more than 30 days overdue all obligations of stallion owner shall cease and the unpaid amount will be subject to a finance charge of 1.5% per month or the maximum rate allowed by law.

A semen Shipment includes the cost of the collection and evaluation of the semen. In addition to the agreed Booking Fee, Breeding Fee, the following semen shipment charges will apply:

- 1) The booking fee will include one (1) Fed Ex semen shipment. Courier charges not included. Any subsequent shipments, if necessary, must be paid in advance by the Mare Owner at \$250. per shipment. Air freight, Airlines will be \$450 per shipment (includes courier charge).
- 2) Rebreeds: All rebreeds subject to a \$650 Booking fee.
- 3) Donated Breeding: All donated breedings will pay a \$650. Booking Fee, Breeders Invitational Nomination Fee of \$150.00 and shipping Fed Ex overnight \$150.00.
- 4) Embryo Transfers: Mare Owner agrees to notify Amazing Grace Ranch that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to pay a stallion fee of \$1,500. for each additional live foal. Additional Breeders' Certificate will be issued upon receipt of stallion fee.
- 5) International Fees: International shipments will be charged actual shipping, customs and duty fees that exceed the normal cost for shipping within the domestic United States.
- 6) Equitainer Usage Fee of \$250.00 will be paid to Amazing Grace Ranch. However, due to anticipated high demand for shipped semen, it is imperative that the container be returned to Amazing Grace Ranch within seventy-two (72) hours. Any containers not returned within seventy-two (72) hours will be charged a \$25.00 per day late charge. Late charges will be charged to the Mare Owners' account and must be paid prior to any subsequent shipments. The shipping container and all its components must be returned complete and in good condition. If any of the components (i.e., coolant cans, ballast bags, etc.) are damaged or missing, the cost of replacement will be charged to the Mare Owner. Should the Mare Owner fail to return the container, the Mare Owner agrees to pay its value of \$250.00.

For On-Site Breedings:

- 1) Upon arrival, please having the following: (a) Current negative Coggins and health papers; (b) negative EVA test results; (c) copy of registration papers, front and back; (d) farrier, worming and immunization records; (e) signed contract and paid booking fee. Failure to furnish these health certificates will be authorization for Amazing Grace Ranch to perform such services as deemed necessary for the mare's well being and will be at the Mare Owner's expense.
- 2) The balance of stallion breeding fee shall be payable when the mare is pronounced safe in foal. All other expenses, including board, shall be payable monthly and shall be paid in full when the mare is picked up from Amazing Grace Ranch.
- 3) Foaling Mares at Amazing Grace Ranch: Mare Owner agrees to pay the foaling fee listed in the Fee Schedule in order to have the mare foal on the premises. All veterinary expenses incurred in connection with the foaling shall be paid by the Mare Owner, in addition to the foaling fee.
- 4) Amazing Grace Ranch agrees to provide suitable facility for the care and feeding of the mare and/or foal while at Amazing Grace Ranch. Mare Owner agrees to the rates listed in the Fee Schedule. Mare Owner agrees to pay all boarding and veterinary expenses incurred by the mare and/or foal while under the care of Amazing Grace Ranch. All expenses are due and payable on or before 15 days after the date of invoice or before the mare and/or foal depart Amazing Grace Ranch.

Breeding Arrangements:

- 1) Stallion is collected on an every-other-day basis. It is the responsibility of the Mare Owner and his/her veterinarian to confirm the breeding days.
- 2) Mare Owner must give a 24-hour advance notice to Amazing Grace Ranch (707-678-8686) prior to actual shipment. If Mare Owners veterinarian, after checking the mare to be bred, feels that a Monday shipment will be necessary, Mare Owner must contact Amazing Grace Ranch by NOON Saturday. All cancellations must be made by 4:00 pm the day prior to the shipment.
- 3) In the case of subsequent shipments, the shipping container and any additional shipping fees (see above) must be received by Amazing Grace Ranch before the next shipment will be sent.
- 4) Every effort will be made to accommodate your mare's breeding time frame. However, it is the Mare Owner's responsibility to contact Amazing Grace Ranch so that your veterinarian and ours can get your mare in foal in a timely manner.
- 5) Mare Owner agrees to comply with all appropriate Breed Registry requirements concerning the use and handling of cooled semen. Consequently, it is the Mare Owner's responsibility to return the signed Semen Collection/Insemination Certificate to Amazing Grace Ranch and forward a signed copy of the certificate to the appropriate Breed Registry.

Failure to adhere to these requirements may result in missed heats and delayed shipments AT THE MARE OWNER'S EXPENSE. Insemination must be done by a veterinarian knowledgeable in successful insemination techniques.

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. There will be no exceptions to the terms of this contract and is not transferable unless provided for in writing and signed by all parties. The parties hereto specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of California, and the proper place of venue shall be Solano County, California.

Fee Schedule

Foaling Fee - \$350.00
Box Stall per day mare - \$15.00
Box Stall per day mare & foal - \$18.00
Pasture per day mare - \$10.00
Pasture per day mare & foal - \$12.00
Year round boarding available at a reduced rate. Call for rates.

MARE OWNER INFORMATION (please print clearly)

Owner's Name _____

Address _____

City/State/ZIP _____

Home Phone _____

Cell Phone _____

Owner's or Agent's Signature _____

Date _____

STALLION OWNER INFORMATION

Richard & Jalinda Covey
6509 Fry Road, Dixon, CA. 95620

Owner Signature _____

Date _____

Date Mailed _____

Date Received _____

Paid Amt \$ _____ Check # _____

Shipped Semen Date _____

Shipped Semen Date _____

Ship Semen To:

Name _____

Address _____

City, State, Zip _____

Phone & Contact Name _____