

I, _____ (the "Mare Owner"), hereby agree on _____ (the "Effective Date") to enter into this Agreement with Runnin C Ranch ("Breeder") to breed the following mare, _____ (the "Mare") Registration # _____ to the stallion Okie Gypsy, ApHC #691114 (the "Stallion") for the 2025 breeding season (February 17, 2025 through June 27, 2025) (the "Breeding Season") subject to the following terms and conditions

The 2025 fee is _\$1500. There is a \$500 Non-refundable, non-transferable, applies only to calendar year/breeding season booked pursuant to this Agreement booking fee that is due with this contract to hold your breeding for 2025, that is applied towards the stud fee. The balance is due at or before time of collection.

If you were given a special discount instead of the \$1500 stud fee – please write the total below

There is a one-time seasonal collection fee of \$200 applicable to all contracts.

Cooled semen may be picked up for \$125.

If shipping is needed, each shipment is \$300 via FedEx Overnight - Add \$100 for First Overnight

The mare shall be in a healthy and sound breeding condition, including a current negative culture and biopsy. Should the mare not conceive after two heat cycles, a veterinarian certificate shall accompany each mare prior to any additional collections or shipments.

PRE-BREEDING ARRANGEMENTS: The mare owner must provide the following when making a booking:

1. Copy of both sides of registration certificate.
2. Copy of completed & signed breeding contract
3. All Applicable Fees:
 1. The booking fee is due with this contract to reserve your spot for 2025
 2. The balance of stud fee must be paid in full before any semen will be shipped.
 3. Any incomplete registration certification or unpaid charges will result in a hold of the mare's name on the appropriate stallion breeding report.
 4. Semen will not be shipped to any mare unless a current credit card number and expiration date is on file OR shipping prepaid.

If frozen is available, the mare owner may order frozen semen at any time. 1 dose of frozen will be shipped per shipment at a rate of \$600 per shipment – includes the return postage. Frozen may be picked up on a case to case basis and charged at a rate of \$150/dose + packaging/nitrogen fees if applicable. It is highly recommended that you order Frozen Semen 2 weeks in advance to ensure there will be an available container.

SHIPPED COOLED SEMEN.

The Mare Owner understands that the Mare Owner must comply with the following when breeding with shipped semen:

Orders. Orders for semen MUST be made by 12:00 pm Noon Central Time the day prior to shipment. Cancellations MUST be made by 8:00 am CST the day of shipment or there is a \$100.00 late fee.

Collections. Stallions are collected on an every-other-day basis. There are no exceptions. It will be the responsibility of the Mare Owner and the Mare Owner's veterinarian to confirm our breeding days. Semen must be requested by 12:00 pm the day prior to collection by contacting the Breeder at 580-704-7578. Shipment requests must be called or texted in. It is the Mare Owner's responsibility to ensure they receive a confirmation from the Breeder—either a text response, a call back, or a text reply to any voicemail left—to assure the mare is on the breeding list.

Breeder requires that all cooled semen expenses be paid in advance of shipment. Further, it is the Mare's Owner's responsibility to provide the Mare's Owner's veterinarian with a copy of this Agreement so that the veterinarian knows what name this Agreement is under and orders the semen for the correct name. Note, Breeder is not responsible for any delay in shipping due to any wrong names submitted to Breeder.

Priority. Mares at the Breeder's facility have breeding priority on any given day, therefore, Breeder makes no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, Breeder will ship on a first ordered, first served basis. If cooled semen is unavailable, Breeder will make every effort to offer frozen semen for an additional charge.

Doses. Mare Owners requesting shipped semen should expect to receive only one (1) dose of semen. Two (2) doses will be shipped if available.

Semen. Breeder 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 or losses incurred or arising from shipments that are delayed, damaged, or lost in transit. Breeder does not guarantee fertility of the 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 and no other.

Containers. Shipping containers must be returned within one (1) week of shipment or a \$50.00 fee will be billed and is payable by the Mare Owner.

Shipment Viability. Once the Stallion's semen leaves Breeder's facility, the Mare Owner assumes all responsibility for any losses, damages, delays, costs, and fees. No refunds will be provided for lost or delayed shipments.

Shipment Information:

IMPORTANT. MUST READ: By filling out, signing and returning this contract to Runnin C Ranch, I agree to the terms listed. I agree that I am solely responsible for carrying out my part as mare handler/owner. I agree that I am responsible for all of the financial duties listed in this contract. I have read and understand this contract in its entirety.

ON-SITE BREEDING

The following shall apply to all on-site breedings at the Breeder's facility:

An additional On-Site Mare Management Fee of \$350 will be applied for all mares bred on-site per cycle.

Documents.

Mare Owner must furnish Breeder with a current (no earlier than twelve (12) months before the date of this Agreement) negative Coggins test, Veterinarian's certificate of health, all current health and vaccination records relating to the Mare and copies of all registration papers of the Mare. If these documents do not accompany the Mare, Breeder's veterinarian will examine and/or test the Mare at Mare Owner's expense. The Breeder reserves the right to accept or reject any mare that is not in acceptable condition, or does not have all the records, tests, and registration documents as required herein.

Facilities. Breeder agrees to furnish all facilities for the care and feeding of the Mare while in Breeder's custody. Mare Owner agrees to pay for care and feed at the daily rate provided by Breeder. Breeder will exercise judgment in care and supervision of the Mare.

Release. The Mare Owner agrees that the Stallion Owner, Breeder and its agents, managers, members, officers and employees shall 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 Mare Owner shall indemnify and hold harmless Breeder and its officers, managers, members, agents, and employees from and against any and all claims, costs, 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 person associated with the Breeder is not liable for death, or any disease, accident, and/or injury caused to the Mare

and/or the Mare's foal, and that Mare Owner is not liable for death, or any disease, accident, or injury caused to the Stallion.

Pick-Up. Breeder requires the balance of the Breeding Fee, plus all unpaid board and expenses to be paid in full before the Mare shall be released by Breeder. A representative of the Mare Owner will be allowed to pick up the Mare if a current credit card is on file that may be charged for all applicable expenses

MISCELLANEOUS. The Mare Owner hereby agrees to the following:

Ownership. The Mare Owner hereby represents and warrants it is the owner of record of the Mare.

Pregnancy Status. It is the Mare Owner's responsibility to notify Breeder of the pregnancy status within thirty-five (35) days of insemination. Failure to contact Breeder by August 1 st will result in a \$100.00 late fee to add the Mare to the Stallion Breeding Report.

Mare Substitutions. If the Mare dies or becomes unfit to breed after execution of this Agreement but prior to breeding to Stallion, Mare Owner may transfer the breeding hereunder to a substitute mare owned by Mare Owner. Upon notification to Breeder of any substitution, Mare Owner shall pay \$50.00 to Breeder as a substitution fee and Mare Owner agrees to enter into a separate Agreement as to the substitute mare.

Breeder's Certificate. To obtain a Breeders Certificate, the Mare Owner must notify Breeder of the birth of the foal. The Breeders Certificate will not be issued or released until the account has been paid in full and all terms hereunder adhered to.

Embryo Transfers. The Mare Owner agrees to notify Breeder if this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to notify Breeder 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)

Live Foal Guarantee; Rebreds. A "Live Foal" is one that stands and nurses without assistance. If the Mare is barren, aborts, or the foal is stillborn during an attended birth, a return breeding ("Rebreed") is guaranteed the following year. Confirmation from a licensed veterinarian must be received within seven (7) days. No warranty is made regarding the foal's fitness for a particular purpose or health. If the Mare does not produce a Live Foal in the first season, the Mare Owner is entitled to a Rebreed. Failure to return the Mare for breeding the following year forfeits all fees, and the right to Rebreed is terminated.

Rebreed Fees. If eligible for a Rebreed, the Mare Owner must pay the fees associated with collection, shipping, pick-up, or on-site breeding fees to the Breeder the following year.

Breeding Season. This Agreement is valid for the 2025 breeding season only. The Mare Owner may NOT enter into this Agreement with the intent to use in a subsequent season. In the event of this Agreement being paid in full, and the Mare never being bred, this shall become a Rebreed for the following season ONLY. will be due at that time, and any difference in Stallion Fee is payable to the Stallion Owner.

Binding Agreement. This Agreement is a binding agreement between Breeder and Mare Owner and is non-transferable unless otherwise agreed to in writing and signed by all parties.

Social Media. The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding Breeder, or any of its members, managers, employees, associates, or affiliates. Failure to do so may result in legal action regarding the content and damages associated with such action. Furthermore, Breeder reserves the right to terminate this Agreement in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a Rebreed.

Stallion. Should the Stallion die or become unfit for service for any reason, then this Agreement shall become null and void and both parties are relieved of any further obligation hereunder. Stallion Owner will attempt to fulfill Agreements via frozen semen or ICSI at their sole discretion. Any amounts paid by the Mare Owner toward the Stallion Fee, shall be refunded at the sole discretion of the Stallion Owner. Additionally, Breeder makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.

Accounts. All unpaid expenses will be paid upon receipt of an invoice or when the Mare leaves the Breeder's facility, 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 thirty (30) days will be subject to a finance charge of two percent (2%) per month or the maximum rate allowed by law. The Mare Owner hereby grants the Breeder an agister's lien and security interest in the Mare and any offspring of the Mare to secure the Mare owner's obligations under this Agreement. The Mare Owner authorizes the Breeder to file one or more financing statements to secure the foregoing.

Liability. It is understood that Runnin C Ranch, its owners, members, managers, 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 Oklahoma, with venue to be property in Tillman County, Oklahoma.

Attorney Fees. If it should become necessary for Breeder to retain the services of an attorney to enforce its rights under the terms of this Agreement, including but not limited to the collection of any sums due, the Mare Owner will pay Breeder all expenses and costs, including reasonable and necessary attorney's fees incurred by Breeder in enforcing this Agreement.

Merger, Entire Agreement and Severability. This Agreement contains the entire agreement of the parties hereto and there are no oral or written promises or representations upon which the Mare Owner is relying except as expressly set forth herein. This Agreement may be modified only in writing executed by all parties. Headings used herein are for convenience only and are not part of this Agreement. The invalidity or unenforceability of any term of this Agreement shall not affect the validity and enforceability of any other term.

Please choose the following: Contract Type:

FRESH/PICK UP SHIPPED FROZEN SEMEN (if available): SHIPPED COOLED SEMEN
 ON-SITE BREEDING Carry/ET: CARRY EMBRYO TRANSFER

Payment Information:

All payments may be made by cash, check or credit card.

CREDIT CARD AUTHORIZATION: A 4 % Convenience Fee will be charged on all Credit Card transactions.

I authorize Runnin C Ranch to charge my credit card above for applicable standard and additional fees within this form. The card will be charged for the Booking Fee immediately upon receipt of the contract unless a check is sent. I understand that my information will be saved to file for future transactions on my account. You may cancel this authorization at any time by contacting us. This authorization will remain in effect until canceled.

Signature:

Date:

_____ _____ _____ _____
Credit Card number exp date CVV Name on Credit Card

Billing zip code for credit card _____

Mare Owner Information:

Owner Name & Owner Number on AQHA/APHA Records _____

Address: _____
_____ City State Zip

Cell Phone: _____ Home Phone: _____

Email Address: _____

Signature of Mare Owner: _____

Contact Person: _____ Phone: _____

Shipped Semen Name and Location

Vet Contact Info

Does this location accept FedEx deliveries on Saturday? Yes No

*If no, please provide alternate delivery location below

Saturday Delivery Location: _____

City/State/Zip: _____

Mail to:

Runnin C Ranch
19117 State Highway 36
Grandfield, OK 73546

RunninC@live.com

580-704-7578

www.RunninCRanch.com