

# Penncross Ranch, Inc.

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## TRANSPORTED COOL SEMEN CONTRACT

This is an agreement wherein \_\_\_\_\_ (Mare Owner) has engaged Penncross Ranch, Inc. (Breeder and Agent for the said stallion) for one service to the stallion \_\_\_\_\_ for the mare \_\_\_\_\_

Reg. No. \_\_\_\_\_ for the 20\_\_ breeding season for a fee of \$\_\_\_\_\_.

This agreement subject to the following terms and conditions:

- 1) A non-refundable Booking Fee / Chute Fee of \$\_\_\_\_\_ is payable when this contract is signed and returned. This fee is applied to the total breeding fee, the balance \$\_\_\_\_\_ of which is payable prior to the shipment of semen.
- 2) There will be a collection / packaging / freight / container of \$150.00 per shipment FedEx and the cost of counter to counter including courier will be \$212.00 charged to the mare owners who utilize Transported Cooled Semen paid to Penncross Ranch Inc. prior to transporting semen.
- 3) The semen container must be returned to Penncross Ranch Inc. the day after the mare is inseminated. Mare owner will pay all cost of returning the container.
- 4) Penncross Ranch must be notified when the mare comes into heat by the mare owner or representative.
- 5) Penncross Ranch Inc., must be notified prior to 9am central time on the date the semen is to be shipped. SEMEN is only available on BREEDING DAYS as we breed every other day call for those breeding days.
- 6) Breeding season begins February 5th 20\_\_ and ends June 15th 20\_\_ at which time all shipment will be discontinued.
- 7) Should the stallion die, become unfit for breeding or be sold the breeders liability is discharged fully by return of the service fee for inability to breed or rebreed with cooled semen.
- 8) Penncross Ranch Inc. offers a LIVE foal guarantee. If the mare does not settle, produces a foal that is still born or unable to stand and nurse, breeder is held harmless from all liability and the mare owner is entitled to a free return service the following year for a chute fee charge of \$300.00 plus \$150.00 collection / packaging / container fee. Stallion fees are not refundable unless paragraph (7) applies.
- 9) This contract is entered into in the STATE OF TEXAS, in the county of RUSK and will be interpreted and enforced under the laws of that state. If any clause is against the state law then that clause shall be null and void.
- 10) Should either party breach this contract, the breaching party shall pay for the others court costs and attorneys fees related to such breach.
- 11) This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied are included unless specifically stated in this written contract. When mare owner and Penncross Ranch Inc. (Breeder) sign this contract it will then be binding on both parties, subject to the above terms and conditions.

Penncross Ranch Inc. (Penny Cates) \_\_\_\_\_ Date \_\_\_\_\_

Mare Owner \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Numbers \_\_\_\_\_