

10-Bar-Y Ranch

TRUMPED U

2021 Shipped Semen Contract

1. 10-Bar-Y hereby reserves one breeding to **TrumpED U**, AQHA registration number 5751657 (HERDA N/HRD) for the Mare _____, registration # _____, For the breeding fee of **\$1050**, plus chute fee, of **\$400** made payable to 10-Bar-Y during the 2021 breeding season, February 1-July 15. The breeding fee and chute fee must be paid prior to or upon arrival of the mare.
2. Mare owner must attach a copy of the mare's registration papers to this contract and provide all other information as requested.
3. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. The Chute Fee is non-refundable.
4. The Breeding Fee and Chute Fee as specified above must be paid prior to the first shipment of semen. The Chute Fee includes the 1st shipment of semen (1) FedEx priority overnight or up to (2) pickups or (1) Airline shipment (courier fees not included). If an air shipment is requested or required, the Mare Owner's credit card will be charged a \$200 courier charge. Fees for additional shipments are: Pick-ups \$100; Priority Overnight Fed-Ex \$250; Airline \$200 airfare plus \$200 courier fee. Stallions are collected from February 1 to July 15.
5. Semen orders must be placed and confirmed by 5 PM the day prior to shipment. Semen cancellations must be made by 8 AM on collection day.
6. There is no guarantee of semen delivery within a certain time period nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, 10-Bar-Y, or agent, will ship shipment on a first ordered, first service basis.
7. Depending on demand, mare owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, Mare Owner has the option of receiving frozen semen if available. Additional frozen shipments via FedEx are \$450, additional semen picked up \$150. Flights are not available when shipping frozen semen. Any unused frozen semen remains the property of the 10-Bar-Y and must be returned to 10-Bar-Y at the Mare Owner's expense.

8. Should any Foal which is born to the Mare, pursuant to this contract, not stand and nurse, the owner shall be entitled to a re-breed the following year only for this Mare. This re-breed shall apply only if 10-Bar-Y is notified within one week of the death of the foal. This notification must be accompanied by a statement from a licensed veterinarian stating the cause of death. 10-Bar-Y sole liable and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the breeding fee only and only to the season immediately following the season set forth in this contract. The Mare owner shall pay board, veterinarian, Ferrier and chute fees for the Mare, under the same terms set forth in this contract.

9. Second year re-breeds will be at the discretion of the stallion owner, additional breeding fees may apply.

10. This contract provides one Breeder Certificate. If multiple embryos are retrieved from one breeding additional contracts and/or breeding fees will be at the discretion of the stallion owner, it will be the responsibility of the Mare owner to notify 10-Bar-Y of the number transferred. If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding. If ICSI procedure is used to produce multiple embryos, it will be at the discretion of the stallion owner to determine applicable fees. Please notify 10-Bar-Y with the insemination dates and status (in Foal/ Open) of your mare at the end of the breeding season. Stallion Breeding reports are prepared immediately after the end of the breeding season.

11. If the Mare owner desires to do a frozen embryo, it will solely be their responsibility to pay all nomination fees. It is also the Mare Owner's responsibility to notify 10-Bar-Y when the embryo is frozen and when utilized

12. To obtain a Breeder's Certificate you must notify 10-Bar-Y of the birth of the foal. Certificate will not be issued if the account has not been paid in full. The stallion owner is responsible for signing the Breeders Certificate.

13. Mare Owner shall hold stallion owner, and/or land owner or designee harmless for any accident, injury, theft, disease, sickness, or death suffered by the Mare and/or foal or any other causes of action whatsoever arising out of, or connected in any way with shipped semen contract. This includes but is not limited to, any claims of damage, loss or injury that may occur to any person or personal property.

14. If it shall become necessary for 10-Bar-Y to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the Mare owner will pay 10-Bar-Y or designee for all expenses and costs, Including reasonable and necessary attorney fees incurred by 10-Bar-Y or designee in enforcing this contract.

15. Any dispute related to this contract will be governed by the laws of the state of Utah and venue of any dispute arising from this contract shall be in Utah County, Utah.

16. this contract is non-transferable non-assignable without prior written consent from 10-Bar-Y or designee.

17. All orders must be made by personally contacting an agent of 10-Bar-Y. No order is complete until the Mare Owner has received a confirmation text or email.

18. All shipping boxes must be returned to 10-Bar-Y or (agent) at the mare owner's expense within 5 days of shipment. If the shipping box is not returned, the Mare Owner will be charged for replacement value.

19. All International clients or US clients must pay with US funds via Venmo, PayPal or credit card (3% surcharge) for MasterCard, Visa, Discover, or 4.5% For American Express, wire transfers \$50 surcharge or check from a US bank account.

10-Bar-Y/Agent _____ Rich Morley _____

10-Bar-Y/ Agent

Signature _____

Mare Owner: _____

Address: _____

City/State/Zip: _____

Phone#: _____

E-mail: _____

Owner/Agent

Signature: _____ Date: _____