



## 2018 Frozen Semen Breeding Contract

This agreement, made on the date last shown below, by and between Triple E Ranch, LLC (“Stallion Owner”) and the undersigned Owner or Lessee of the mare described below (“Mare Owner”):

1. **BREEDING:** The breeding shall be by means of Frozen Semen. Upon payment in full, 2 doses of frozen semen will be provided. For these purposes, a dose is defined as a single insemination dose of 8 straws of 0.5 mL containing a minimum of 800 million sperm with >35% post-thaw motility.

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*Name of Mare, AQHA Registration Number, and Breed (the “Mare”)*

2. **BREEDING FEE, BOOKING FEE, AND FROZEN SEMEN FEE:** The Breeding Fee shall be \$500 (US) which includes a non-refundable booking fee of \$250 (US), payable with this Agreement, which reserves in the Stallion’s book, a 2018 breeding for the Mare.
  - a. Mare Owner agrees to pay the balance of \$250 (US) and any other fees due before any shipment of semen shall be made.
  - b. In addition, there is a frozen semen fee of \$100 (US) also payable with this Agreement.
  - c. TOTAL BREEDING FEE is \$600.00. All payments must be made by check or credit card, payable in US funds, to Triple E Ranch, LLC.
  - d. If the mare fails to conceive with the two (2) doses, the Stallion Owner agrees to offer additional doses of semen which may be purchased for \$250 per insemination dose and \$100 frozen semen fee. Purchase of a maximum of 2 additional doses is allowed within the terms of this Agreement during the 2018 breeding season.
  - e. Breedings sold by the Stallion Owner and not used by the Mare Owner during the 2018 breeding season will be subject to a \$250 rebreed fee as well as a \$100 frozen semen collection fee in 2019. The option to rebreed from a 2018 breeding shall not carry past the 2019 breeding season.
  - f. Discounts do not apply to extra doses or rebreed situations or shall be negotiated with the Stallion Owner prior to signing the Agreement.
3. **COLLECTION, CONTAINER, and SHIPPING FEES:** Semen will be shipped by the schedule provided below titled “FEES AND PROCEDURES FOR SHIPPED, FROZEN SEMEN” using an MVE Vapor Tank shipping container. Such services, the fees for those services, and the requirements for using those services are set forth on the ATTACHMENT which is incorporated by reference. All shipping (both for receipt and return) and applicable semen storage fees are the responsibility of the MARE OWNER and are always in addition to other expenses.
4. **CONDITIONS AND OWNERSHIP:**
  - a. MARE OWNER represents and warrants that the Mare is in sound breeding condition and free from disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for, and with a veterinarian competent in, equine artificial insemination. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the Mare’s certificate of

registration reflecting the ownership of the Mare by the MARE OWNER should be submitted with this Agreement together with the completed *ATTACHMENT*. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should also submit a lease agreement or other document reflecting recognition by the applicable breed registry of that lease.

- b. The Stallion Owner will be held harmless if the Mare fails to settle for any reason. The Stallion Owner warrants that at the time of shipment to our Distributor the semen conformed to the data contained on the frozen semen shipment report submitted to the Distributor. However, the Stallion Owner is not responsible for the condition of the frozen semen upon delivery as it has no control of the shipment after it leaves the Stallion Owner's custody. Therefore, upon delivery to the Mare Owner, the Stallion Owner makes no guaranty of integrity, quality, or characteristics of the frozen semen.
  - c. The Mare Owner agrees to use all frozen semen provided by this Agreement for the Mare named in this contract and no other Mare. All unused straws of frozen semen remain the property of the Stallion Owner and Mare Owner agrees to destroy any unused straws once the Mare has delivered her foal.
  - d. This contract defines
    - i. "failure to conceive" as any breeding attempt that does not result in a pregnancy verified by a licensed veterinarian.
    - ii. "rebreed" as either a) purchased breeding not used in the year the breeding was purchased, and b) an attempt to impregnate the MARE after the mare has a pregnancy verified by a licensed veterinarian but has lost the pregnancy due to a condition described in Section 5. Qualifying rebreeds must meet all conditions as described.
  - e. Frozen semen MUST be thawed and inseminated by a licensed veterinarian familiar with the concept and practical use of frozen semen. Attempts to use frozen semen outside the controlled situation of a qualified facility can greatly reduce, or even prevent, the chances of conception.
5. **LIVE FOAL GUARANTEE:** The MARE OWNER is guaranteed one "live foal", meaning a foal which stands, nurses, and lives for 24 hours. If the Mare, aborts her foal, or the foal is stillborn, a return season will be provided for the subsequent year only, upon the payment of a rebreed fee (\$250 rebreed fee plus \$100 frozen semen fee) and provided proper notification is given.
- a. Proper notification shall be a written certification by a licensed veterinarian within seven days that the Mare has slipped or produced a nonviable foal.
  - b. The conditions set forth in Section 9 also apply to the live foal guarantee.
  - c. Booster rhinopneumonitis vaccinations must be administered in the manner and frequency indicated by the manufacturer of the drug as the Mare progresses through her pregnancy. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE. The Stallion Owner may require proof that these vaccinations were provided and were appropriate by a licensed veterinarian.
  - d. The live foal guarantee is provided only for the 2018 Breeding Season and shall be void if/upon
    - i. the Mare is sold prior to foaling, without notifying the Stallion Owner with proof that the MARE was in-foal at the time of the sale.
      1. The new OWNER would be responsible for the rebreed and frozen fees detailed above and for providing proof of ownership of the MARE.
      2. The new OWNER of the Mare will complete a frozen semen contract to properly document the Mare with the Stallion Owner
    - ii. failure of MARE OWNER to comply with the instructions provided in this Agreement, or
    - iii. failure of MARE OWNER to bring the Mare to the breeding farm for care and insemination during the subsequent breeding season upon the STALLION OWNER's request.

6. **MULTIPLE FOALS:** The payments provided in paragraph 2 are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without such additional payment.
7. **SUBSTITUTION:** If the Stallion dies, is sold, or becomes unfit for service prior to settling the Mare or the Mare dies before being settled, then this Agreement shall terminate and the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER. Another mare may be substituted only upon the express written consent of the STALLION OWNER.
8. **BREEDERS CERTIFICATE:** Upon notification of birth of a live foal, full payment of all fees and expenses, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue a breeder's certificate to the MARE OWNER.
  - a. It is the Mare Owner's responsibility to report if the Mare is/is not in foal to the Stallion Owner by September 2<sup>nd</sup> of the breeding year. If Mare Owner does not report, the Stallion Owner will assume the Mare is not in foal and will not include the Mare on the breeder's report and Mare Owner will incur a \$40 late charge to amend the breeder's report if the Mare is in foal.
9. **GENETIC TESTING:** The Stallion tested HYPP n/n, HERDA n/n, PSSM n/n, MH n/n, GBED n/g. MARE OWNER acknowledges the Stallion has tested as a carrier for Glycogen Branching Enzyme Deficiency (GBED), and MARE OWNER shall submit a negative GBED test prior to breeding. Should MARE OWNER choose to breed to the Stallion without testing the Mare, the Live Foal Guarantee will be voided.
10. **WARRANTIES:** ***NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.***
11. **AGREEMENT:** This Agreement: a) may neither be assigned nor transferred in any other manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Tennessee; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance of any provision of this Agreement shall not affect STALLION OWNER's right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
12. **BINDING EFFECT:** This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with a completed *ATTACHMENT* and copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare); and b) STALLION OWNER accepts and so notifies MARE OWNER.

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Signature of MARE OWNER ("MARE OWNER")

Printed Name of MARE OWNER, Lessee, or Agent

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Triple E Ranch, LLC ("STALLION OWNER") By: \_\_\_\_\_

for the 2018 Breeding Season which runs from February 1, 2018 to July 15, 2018.

TRIPLE E RANCH, LLC  
2192 Teague Store Road  
Somerville, TN 38068

Phone: 901-299-8434 Email: [sundoctor@3eranch.com](mailto:sundoctor@3eranch.com)  
**ATTACHMENT TO FROZEN SEMEN CONTRACT for 2018**  
**FEES AND PROCEDURES FOR SHIPPED, FROZEN SEMEN**

**FedEx Shipments:** Default shipment method will be FedEx Express Saver (3 day-8pm) service and will be \$150.00. Other FedEx shipping options are available and may be substituted upon request. Current prices for alternate FedEx shipping methods will be quoted. International shipments require additional charges depending upon regulatory requirements of the destination country, and will be quoted at time of request.

**Same Day Service:** If same day delivery by airport counter to counter service is requested with a 24-hour notice and is commercially available, the Shipping Fee shall be quoted at the time of the request. Please note that any such shipment may result in a very late arrival at your location because of the uncertainty of passenger airline schedules.

**Time for Request:** Please contact us by telephone no later than 3:00PM Central, 2 days prior, to the timeframe listed in FedEx service that is selected for shipment. You may cancel your request without penalty if you do so by 8:00AM Central on the day of the shipment.

**Insemination:** Your mare must be inseminated by a licensed veterinarian and the semen may only be used for the designated mare. Notify us when your mare has been checked for pregnancy. We require ultrasound examinations at 14-16 days and again at 24-35 days after insemination to ensure the Live Foal Guarantee.

**No Guarantee:** We will make every reasonable effort to honor your request but because each request is taken on a first-come first-served basis and subject to availability, no guarantee of shipment can be made.

**Container Return and Unused Semen:** Cost for return of the shipping container is the responsibility of the mare owner and can be returned by any of the FedEx shipping service agreed upon with the STALLION OWNER. Prior to shipment, use of the shipping container during the insemination process and for storage of frozen semen before use will be determined. *Should the container not be returned, or container is damaged, the mare owner's credit card will be charged for the appropriate fees to repair or replace the container. Shipping insurance is strongly recommended.*

#### **MARE OWNER INFORMATION**

##### **Billing Address:**

Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State/Zip Code: \_\_\_\_\_

Telephone Numbers: \_\_\_\_\_

(Please include all numbers: home, business, cell, and fax)

Email Address: \_\_\_\_\_

##### **Shipping Address: (Veterinary facility)**

Facility: \_\_\_\_\_

Address: \_\_\_\_\_

(No P. O. Boxes, must be a street address or rural route for FedEx delivery)

City/State/Zip: \_\_\_\_\_

Contact Name: \_\_\_\_\_

(Name of veterinarian or other person to receive shipment)

Telephone Numbers: \_\_\_\_\_

(Please include cell and fax numbers)

Closest Airport with commercial service: \_\_\_\_\_

## TRIPLE E RANCH, LLC

### DISCOUNTS AVAILABLE FOR 2018 FOR QUALIFIED BREEDERS TO SUNDOCTOR

#### Part A Discounts:

- Breeders and Owners:
  - a) *Breeders who have bred to SunDoctor in the past will receive a \$100 discount for each Stallion Breeding Fee.*
  - b) *Those who are current owners of SunDoctor offspring, but not breeders, will receive a \$50 discount for each Stallion Breeding Fee.*
- Breeders of Multiple Mares:
  - a) *Breeders of 2 mares will receive a \$100 discount for each Stallion Breeding Fee*
  - b) *Breeders of 3 or more mares will receive a \$150 discount for each Stallion Breeding Fee*
  - c) *To receive these discounts, all Booking Fees for multiple mares must be paid at the same time*
- Early Booking Discount:
  - a) *Total fee of \$550 includes booking fee, stud fee, frozen semen fee, 2 doses of frozen semen and first shipment by FedEx 2<sup>nd</sup> Day (8pm) (does not include faster FedEx service, counter-to-counter service or international shipping)*
  - b) *Non-refundable booking fee of \$250 must be paid by 12/31/17*
  - c) *Balance of \$300 must be paid before first shipment*
- **Professional Trainers** will receive a \$100 discount for one Stallion Breeding Fee for one mare owned by them.
- **Mares** who have earned or have produced get with earnings greater than \$3,000 in NCHA, NRHA, NRCHA, NSHA or AQHA events will receive a \$100 discount for each Stallion Breeding Fee. Earnings may be cumulative for the various associations but will be summed by earned or produced.
- **The total maximum discount which may be applied against a Stallion Breeding Fee from Part A discounts is \$400 per mare.**

#### Part B Discounts:

- *Mares that meet either of the following conditions will receive a \$500 discount to one Stallion Breeding Fee:*
  - **Mares** who have earned or have produced get with earnings greater than \$15,000 in NCHA, NRHA, NRCHA, NSHA or AQHA events. Earnings may be cumulative for the various associations but will be summed by earned or produced.
  - **Mares** who have earned an AQHA Superior Performance rating
- **The total maximum discount which may be applied against a Stallion Breeding Fee from Part B discounts is \$500 per mare.**

Discounts will be effective from either Part A OR Part B; but, NOT both. The greater of the discounts may be used.

NOTE: Discounts do not apply to extra doses or rebreed situations or shall be negotiated with the Stallion Owner prior to signing the Agreement.

**THE SIGNATURES BELOW AND THE PORTION OF THIS SCHEDULE CIRCLED ABOVE CONSTITUTE AN AMENDMENT OF PARAGRAPH 2 OF THE 2018 FROZEN SEMEN CONTRACT BETWEEN THE PARTIES:**

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("STALLION OWNER")

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("MARE OWNER")

# 2018 Frozen Semen Breeding Costs Worksheet

## Contract Fees:

Stud Fee  
Booking Fee (\$250)

Frozen Semen Fee

## Shipping Fee:

Express Saver 3-Day (8pm)

## FedEx Delivery Options

Express Priority Overnight (noon)

2-Day AM (noon)

Other

Counter-to-Counter (Airline)

International Shipping

<u>Cost</u>	<u># of Mares</u>	<u>Total Cost</u>
\$500.00		
\$100.00		
\$150.00		
Quoted		
Quoted		
Quoted		
Quoted		
Quoted		
Quoted		
Costs:		

## Discounts:

### Part A: (see Qualified Discounts)

Breeders  
Owners  
Multiple Mares (2)  
Multiple Mares (3)  
Early Booking  
Professional Trainers  
Earning/Producing Mares (>\$3k)

<u>Credit</u>	<u># of Mares</u>	<u>Credit</u>
\$100.00		
\$50.00		
\$100.00		
\$150.00		
\$200.00		
\$100.00		
\$100.00		

### Part B: (see Qualified Discounts)

Earning/Producing Mares (>\$15k)  
AQHA Superior Performance Mares

<u>Credit</u>	<u># of Mares</u>	<u>Credit</u>
\$500.00		
\$500.00		
Discounts:		
Total:		

\_\_\_\_\_  
("STALLION OWNER")

\_\_\_\_\_  
("MARE OWNER")

# 2018 Frozen Semen Re-Breeding Costs Worksheet

**Contract Fees:**

Stud Fee

<u>Cost</u>	<u># of Mares</u>	<u>Total Cost</u>
\$250.00		

Frozen Semen Fee

\$100.00		
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**Shipping Fee:**

Express Saver 3-Day (8pm)

\$150.00		
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**FedEx Delivery Options**

Express Priority Overnight (noon)

Quoted		
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2-Day AM (noon)

Quoted		
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Other

Quoted		
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Counter-to-Counter (Airline)

Quoted		
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International Shipping

Quoted		
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Costs:

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**Discounts:**

**Part A: (see Qualified Discounts)**

Breeders

<u>Credit</u>	<u># of Mares</u>	<u>Credit</u>

Owners

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Multiple Mares (2)

--	--	--

Multiple Mares (3)

--	--	--

Early Booking

--	--	--

Professional Trainers

--	--	--

Earning/Producing Mares (>\$3k)

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**Part B: (see Qualified Discounts)**

Earning/Producing Mares (>\$15k)

<u>Credit</u>	<u># of Mares</u>	<u>Credit</u>

AQHA Superior Performance Mares

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Discounts:

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Total:

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("STALLION OWNER")

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("MARE OWNER")

# 2018 Frozen Semen Extra Doses Costs Worksheet

**Contract Fees:**

Extra Dose

<u>Cost</u>	<u># Doses</u>	<u>Total Cost</u>
\$250.00		

Frozen Semen Fee

\$100.00

**Shipping Fee:**

Express Saver 3-Day (8pm)

\$150.00

**FedEx Delivery Options**

Express Priority Overnight (noon)

Quoted

2-Day AM (noon)

Quoted

Other

Quoted

Counter-to-Counter (Airline)

Quoted

International Shipping

Quoted

Costs:

**Discounts:**

**Part A: (see Qualified Discounts)**

Breeders

Owners

Multiple Mares (2)

Multiple Mares (3)

Early Booking

Professional Trainers

Earning/Producing Mares (>\$3k)

<u>Credit</u>	<u># of Mares</u>	<u>Credit</u>

**Part B: (see Qualified Discounts)**

Earning/Producing Mares (>\$15k)

AQHA Superior Performance Mares

<u>Credit</u>	<u># of Mares</u>	<u>Credit</u>
Discounts:		
Total:		

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("STALLION OWNER")

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("MARE OWNER")



**TRIPLE E RANCH, LLC**

Customer Payment Authorization: Master Card/Visa/Discover

Mare Owner Name: \_\_\_\_\_

Name as it appears on the card: \_\_\_\_\_

Exact Credit Card Billing Address:

Address 1: \_\_\_\_\_

Address 2: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Fax # \_\_\_\_\_

Master Card/Visa/ Discover (Please circle one) Card Number: \_\_\_\_\_

Expiration Date: \_\_\_\_\_ 3 Digit Security Code: \_\_\_\_\_

I authorize the following fees to be charged, from time to time, to my Credit Card account, upon prior telephone authorization by me or my agent:

BOOKING FEE .....

BALANCE OF BREEDING FEE.....

FROZEN SEMEN FEE .....

OTHER CHARGES .....

All credit card charges are subject to a 4 % office fee.

\_\_\_\_\_  
**MARE OWNER** Name: Printed or Typed

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE