

# Silver Aspen Ranch

## Breeding Agreement

This Breeding Agreement is made this \_\_\_\_\_ Day of \_\_\_\_\_ 20\_\_\_\_, by and between Silver Aspen Ranch and:

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

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

Home Phone: (    ) \_\_\_\_\_ Work Phone: (    ) \_\_\_\_\_

Cell Phone: (    ) \_\_\_\_\_ Email: \_\_\_\_\_

1. BREEDING RIGHT: Client hereby contracts for a breeding right for said mare to the following Stallion:

Name: What Whiz That Reg. # AQHA 4767693

Breeding Fee: \$1,500 (Each Mare) or Auction: \_\_\_\_\_

Payable as follows: Booking fee is \$500, non-refundable, payable upon signing of this contract. Balance of \$ 1,000 due prior to shipment of Semen or Breeding of mare on sight.

Unless Agreed to by both parties in writing, this breeding right is not transferable to another person, must be used for the mare specified and must in the year contracted for. If the mare does not settle and must be rebred, the return breeding privilege can only be exercised for the two (2) breeding seasons following the initial breeding season. If a Mare fails to settle after three seasons, for any reason, Mare Owner will hold Stallion Owner and employees including Vet blameless.

If Breeding was not purchased directly from Silver Aspen Ranch, all fees that apply to the breeding of the mare are still applicable whether the mare is bred via shipped semen or on site at Silver Aspen Ranch. This includes all breedings donated to Auctions, resales by clients, etc. No breeding will be honored unless written on a Silver Aspen Ranch Breeding Contract.

2. MARE INFORMATION: *Please include a copy of the Mare's Registration Papers*

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

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Reg.# \_\_\_\_\_

Clients that desire to have their mare sent to Silver Aspen Ranch to be bred via Artificial Insemination. Client agrees on the following terms and conditions:

1. Client will be responsible for Stallion Collection fees, including collection by Olympia Equine Veterinary and handling of semen and fees involving their mare, including but not limited to Board, palpation, ultrasound and hauling fee if applicable.
2. Stallions owned by Silver Aspen Ranch are handled and collected by Olympia Equine Veterinary and all fees owed to them must be paid directly to Olympia Equine Veterinary via a Credit Card on file.

### Transported Semen Conditions

Clients that desire to have live-cooled semen shipped to satisfy the breeding right. The parties hereby agree that Olympia Equine Veterinary will act on behalf of Silver Aspen Ranch and will ship semen to client for the Mare on the following terms and conditions:

1. Client agrees to have a Credit Card on file with Olympia Equine Veterinary for the handling of the Stallion for Collection, Collection of Semen by Vet, Hauling Fee for said Stallion to Vet Clinic, Administration and transport to Fed Ex Office, or any other shipment fees. This will include Federal Vet Charges for Semen Shipments out of the U.S. and fees for the Semen Containers for Shipment.
2. Shipped Semen Containers will be Disposable at a flat fee or use of an Equitainer, which must be returned to the Vet Clinic. Subsequent Shipments will not be made until the Equitainer is returned to Olympia Equine Veterinary.
3. Stallion Owner or Olympia Equine Veterinary is not responsible for lost shipments.
4. Client shall provide a minimum of 24 hours' notice prior to shipment of semen and orders must be placed by 9:00 am Pacific Time.
5. Every effort will be made to provide semen on the mare's schedule when it can be done without jeopardizing the health of the stallion, the effectiveness of the semen or any previous commitments including the stallion's show schedule.

**LIVE FOAL GUARANTEE:** Silver Aspen Ranch guarantees a return breeding right the following season for Mare or approved substitute should a live foal (defined as one who stands

and nurses without assistance and survives the first 72 hours) not result from this breeding. Death of the foal must be certified in writing by a veterinarian and received by Silver Aspen Ranch within (10) days of the foaling date. Agreement is for the production of one live foal. If the mare produces more than one live foal by natural or artificial means, the mare owner agrees to pay for the purchase of additional breedings for each foal produced upon those mares being checked in foal. Live foal guarantee is void if Stallion dies or becomes unable to breed. Silver Aspen Ranch may offer a substitute Stallion in his place. There will be no refunds of the Breeding Fee.

**PAYMENT AGREEMENT AND RELEASE:** Client agrees to pay any and all invoices for lab fees, shipping charges and all other fees, charges and expenses pursuant to the contract upon receipt. All monies paid to Silver Aspen Ranch or Chambers Prairie Vet Hospital for breeding services are non-refundable.

**LIEN:** Client grants Silver Aspen Ranch a lien upon and security interest in the mare, any foal in utero and any foal produced by a breeding right to secure all obligations and amounts due under this contract. At any time the client's balance is unpaid for thirty (30) days, or client is otherwise in default, Silver Aspen Ranch may foreclose its interest in the Mare. Horses are subject to the Register Lien laws of the State of Washington.

**BREACH OF CONTRACT:** Should one party breach this contract that party shall be responsible for attorney's fees and their expenses related to such breach. This contract is governed by and shall be construed under the laws of the State of Washington, King County and the City of Enumclaw. This contract shall in all respects bind and inure to heirs, executors, administrators, successors and assigns of the parties.

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Silver Aspen Ranch  
41010 278<sup>th</sup> Way SE  
Enumclaw, WA 98092

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Mare Owner's Signature