

**COOL SEMEN  
BREEDING CONTRACT**



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THIS AGREEMENT, is made, executed and delivered at Anthony, New Mexico this \_\_\_\_ day of 200 \_\_\_\_

**1. BREEDING PRIVILEGES:** MARE OWNER hereby agrees to breed "the Mare" \_\_\_\_\_, Reg. No. \_\_\_\_\_ to the Stallion for the Breeding Season for a stallion fee of \_\_\_\_\_ plus all other fees applicable. A non-refundable booking fee of \_\_\_\_\_, to be applied to the total breeding fee is to be paid for reserving the Stallion for the current breeding season only, upon the execution of this agreement.

**2. CHARGES:** The Mare Owner and any individual executing this Agreement jointly and severally agree to pay to A&A Ranch, L.L.C.: (a) the Booking Fee; (b) The Stallion Service Fee; (c) a semen handling fee at A&A Ranch, L.L.C. published rate for each shipment of semen; and (d) all costs and expenses incurred by A&A Ranch, L.L.C. or the Stallion Owner (including reasonable attorney's fees) in connection with the enforcement of this Agreement. The foregoing amounts must be paid and received by the manager prior to the shipment of the semen. All other charges, including the replacement cost of any shipping container not returned to A&A Ranch, L.L.C. in satisfactory condition, will be invoiced and payable on a monthly basis. All invoiced amounts which are unpaid after thirty (30) days will bear interest at the rate of eighteen percent (18%) per annum. The Mare Owner hereby grants A&A Ranch, L.L.C. and the Stallion Owner will be entitled to claim and enforce an agister's lien and security interest covering the Mare, any offspring of the Mare and all registration papers and documents relating thereto until all charges hereunder are paid in full. A photocopy of this Agreement may be filed to perfect such security interest under the Uniform Commercial Code. **IN NO EVENT WILL COOLED SEMEN BE SHIPPED UNLESS ALL CHARGES DUE AND PAYABLE HEREUNDER HAVE BEEN PAID IN FULL.**

**3. SHIPMENT:** A&A Ranch, L.L.C.'s sole obligation under this Breeding Contract is to use reasonable efforts to ship, on A&A Ranch, L.L.C. regularly scheduled breeding days, sufficient semen for one (1) breeding upon request. Requests must be made prior to 10:00 AM Mountain Standard Time on breeding days. The parties acknowledge that: (a) A&A Ranch, L.L.C. will prefer on farm breedings over off farm breedings; and (b) the shipment and use of semen is subject to a number of conditions beyond the control of the parties so the cooled semen may not be received when the Mare is ready to breed. Accordingly, the Mare Owner acknowledges that semen may not be shipped in compliance with the requests, received by the Mare Owner in the time period or condition necessary to successfully breed the Mare or available when the Mare is ready to breed. The Mare Owner hereby disclaims and releases A&A Ranch, L.L.C. and the Stallion Owner from all liability, damages, claims, causes of action or losses with respect to the breeding of the Mare, this Breeding contract and the shipment or collection of the semen (including consequential damages, lost breeding opportunities or lost profits).

**4. MARE OWNER:** Mare Owner agrees that a qualified and experienced person in the use and handling of cooled semen will perform the insemination. Mare owner agrees to use all cooled semen provided by this agreement for the mare named in this agreement and no other. In the event of multiple embryo flushes, the Mare Owner must execute separate contracts for each Embryo Transfer. If embryo transfer results in multiple pregnancies, then the Mare Owner must pay the Stallion Service Fee for EACH pregnancy.

**5. LIMITED LIVE FOAL GUARANTEE:** Should the mare abort or not have a live foal to stand and nurse, this mare will have a return privilege for the next ensuing breeding season only provided notification of such a event is received within ten (10) days of the occurrence, and this agreement is fully paid. Mare Owner will be entitled to rebreed the Mare to the Stallion during the following Breeding Season only and may at the discretion of A&A Ranch, L.L.C. be required to bring mare to A&A Ranch, L.L.C. for such rebreed. In no event shall any stud fee be refunded.

**6. CERTIFICATES AND SUBSTITUTIONS:** A&A Ranch, L.L.C. will issue a cooled semen service certificate on the request of the Mare Owner at any time after the Mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other Mare. Any attempted assignment or substitution without prior written consent by A&A Ranch, L.L.C. will terminate this Agreement and release the Stallion Owner and A&A Ranch, L.L.C. from all obligations hereunder.

**7. WARRANTY:** No warranty or guarantee, express or implied, is given with respect to the cooled semen. No guarantee of delivery within a certain time period or that the cooled semen will safely reach the insemination point without losing integrity, quality or characteristics is given.

**8. MISCELLANEOUS:** It is further agreed: (a) at the option of the Stallion Owner, if the Stallion dies, is sold, is transferred or becomes incapable of servicing mares, this Agreement will become null and void, the Stallion Fee (less the Booking Fee) will be refunded and the parties to this Agreement will be released from any further liability; (b) the cooled semen will not be shipped until a completed copy of this Agreement has been received and approved by A&A Ranch, L.L.C.; (c) all notices hereunder will be effective when received by the party to whom sent, in writing and served by regular mail, postage prepaid, at the addresses set forth in this Agreement; (d) this instrument constitutes the entire agreement between the parties hereto and there are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (e) this Agreement cannot be amended except in writing executed by the parties hereto; (f) this instrument will be construed in accordance with the internal laws of the State of New Mexico and (g) all actions with respect to this Agreement will be instituted in the courts of such state or the United States District Court for such state and the Mare Owner irrevocably and unconditionally waives any objection to the venue in such court and any claim that any action has been brought in a inconvenient forum; (h) the person executing this Agreement is fully authorized to execute this Agreement on behalf of the Mare Owner; and (i) A&A Ranch, L.L.C. acts solely as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as A&A Ranch, L.L.C. is designated as the manager for the care and breeding of the Stallion.

\_\_\_\_\_  
Registered Owner

Approved By:

\_\_\_\_\_  
A&A Ranch, L.L.C.

\_\_\_\_\_  
Credit Card#

\_\_\_\_\_  
Expiration Date

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Business Phone

\_\_\_\_\_  
Signature Owner and Agent

**ALL CONTRACTS NOT RETURNED WITHIN 30 DAYS OF ISSUANCE ARE CONSIDERED NULL AND VOID  
There will be a 3% surcharge to use a credit card for payment!!!**

Please return 2 copies and retain 1 copy for your records,