

2010 BREEDING AGREEMENT AND LIABILITY RELEASE CONTRACT FOR TRANSPORTED SEMEN

FOR THE STALLION: **OBVIOUSLY MORTGAGED** **APHA #823,393 PtHA #130,364**
STALLION OWNER: KRUGER RANCH, L.L.C - 5055 W. Orchard Avenue - Rathdrum - Idaho 83858 (208) 687-9404
Stallion will be standing at the Breeding Stable of ~ **KRUGER RANCH, L.L.C.** ~ near Rathdrum, Idaho.
Collection will be conducted at Kruger Ranch, L.L.C. , by a licensed Veterinarian

The Year 2010 BREEDING FEE / TERMS

BOOKING/CHUTE FEE - \$ 250 [To reserve space in 2010 Breeding Season schedule]
BREEDING SERVICE FEE - \$ 350 [To be paid in full prior to calling for 1st Semen Shipment]
VET COLLECTION FEE - \$ 200 [Veterinarian fee (**may be subject to change*) + actual shipping costs – due at time of service]

PLEASE READ CAREFULLY BEFORE SIGNING IT IS HEREBY AGREED TO AS FOLLOWS: THAT

" This contract contains provision for **STALLION/MARE INCAPABLE OF BREEDING**.
Should the Stallion die, be sold or become unfit for breeding purposes; or should the mare die, or become unfit to breed, all advance booking fees (paid prior to breeding the mare), will be refunded to Mare Owner, thereby canceling this contract."

" This contract provides for Stallion Manager to accept only **APPROVED MARES**. Mare must be approved by the Stallion Owner. If registered, a copy of the mare’s registration certificate must be attached to this contract."

" This contract requires **ADVANCE PLANNING & PROCEDURES** by both the Mare Owner and their Veterinarian. The Mare Owner/Veterinarian should contact the Stallion Manager at least forty eight (48) hours prior to needed shipment. Payment in advance should be received by the Breeding Stable, prior to calling for the transport of semen. If a valid Credit Card is supplied, actual costs will be charged at the time of service. A suggested breeding agenda is provided on the reverse of this contract."

"This contract contains **RETURN BREEDING PRIVILEGES**. Should the mare fail to conceive, abort, miscarry or produce a stillborn Or lethal white foal, the Mare Owner has the privilege to request another inseminate through July 2010 or in the 2011 breeding season. Actual Veterinarian Collection Fee, Shipping & Container costs will be charged for each request for transported semen. The same ADVANCE PLANNING PROCEDURES stated above, will apply to each request. An additional one time booking fee for a return breeding season collection in the year 2011 of **\$250** would also be due."

" This contract contains a **LIVE FOAL GUARANTEE**. A live foal is described as a newly born foal which stands and nurses without assistance. If a foal is born dead there are RETURN BREEDING PRIVILEGES, if the Stallion Owner is notified within 24 hours of the birth. In the event the mare is disposed of prior to birth of foal, the Live Foal Guarantee will only be valid if a replacement mare is approved by the Stallion owner in advance of breeding. If the Stallion should die, be sold or become unfit for breeding, the Mare Owner has the option of breeding said mare to another Stallion, as offered, or the Stallion Owner will refund 1/2 (50%) of the Breeding Fee, as paid."

" This contract provides for a **COLOR GUARANTEE**. If a solid colored foal is born that does not have sufficient white to be registered in the regular registry of the APHA, the Mare Owner may re-breed to this stallion for the regular one time booking fee of \$250. No other fees will be due other than Veterinarian fee and actual shipping costs for each semen shipment requested."

" A **BREEDERS CERTIFICATE** for the relevant Breed Registry Association will be issued to the Mare Owner after the mare has produced a live foal from this Stallion and ALL fees, as billed by the Kruger Ranch ,L.L.C. and/or the attending Veterinarian, have been paid in full, and all relevant Breed Registry requirements have been met."

ALL OWNERS/AGENTS MUST SIGN FOR THEMSELVES, AFTER READING ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

"I/WE, THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT AND LIABILITY RELEASE. WHEN MARE OWNER AND STALLION MANAGER SIGN THIS CONTRACT, IT WILL THEN BE BINDING ON BOTH PARTIES, SUBJECT TO ABOVE TERMS AND CONDITIONS. I/WE, THE UNDERSIGNED, FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE, AND SIGNED MARE OWNER/AGENT HAS CLEAR TITLE TO SIGN FOR THESE SERVICES"

NAME OF MARE TO BE BRED: _____ BREED & REG.# _____

MARE OWNER NAME: _____ BREED ID# _____
{Print as shown on mare's registration certificate - attach copy of registration certificate to this contract}

MARE OWNER/AGENT SIGNATURE: _____ DATE: _____

ADDRESS: _____ PHONE: _____

E-mail: _____

STALLION OWNER / MANAGER

APPROVED BY: _____ POSITION: _____ DATE: _____
(for Kruger Ranch, L.L.C., an Idaho Limited Liability Company)

SUGGESTED BREEDING AGENDA FOR ARTIFICIAL INSEMINATION

BOOKING FEE - A **Booking Fee of \$ 250** along with this signed contract and a photo copy of the mare's Breed Registration certificate, are required to reserve breeding for the year **2010** breeding season.

Mail to: **KRUGER RANCH, L.L.C.**
5055 W. ORCHARD AVENUE
RATHDRUM, IDAHO 83858

CALL AT ANY TIME:
(208) 687-9404 (with 24 hour voice mail)
E-Mail mail@krugerranch.com website www.krugerranch.com

EQUITAINER® - The **Booking Fee, Breeding Fee** and this completed contract must be received by KRUGER RANCH, **prior** to 1st semen shipment. If an Equitainer® is sent, it must be insured & promptly returned in good condition or replacement cost will be due.
... OR ...

DISPOSABLE CONTAINER - The **Booking Fee, Breeding Fee** must be received by KRUGER RANCH, **prior** to 1st semen shipment. The actual cost of the disposable container (*approx. \$34.95) and the actual shipping cost will be billed to the credit card supplied at the time of service. The disposable container does not need to be returned.

A current Credit Card - MasterCard® or Visa® must be supplied for billing, or other arrangements made in advance.

WHEN TO CALL - The Mare Owner/Veterinarian should examine the mare during her heat cycle to determine when she will ovulate. The Stallion Manager should be contacted early in the mare's cycle, so that they may inform you what days they will be collecting the Stallion. As soon as the time of ovulation has been estimated, the Mare Owner or their Veterinarian, should contact the Stallion Manager as to when semen should be shipped; (usually, when a 3 to 4 cm ovulatory follicle is present.) **REMEMBER:** Advance notice is needed in order to collect, prepare and ship the inseminate. The Stallion Manager/Veterinarian will ship two (2) inseminations, if available, so as to arrive within 24 hours. (Usually via FedEx®). A same day Counter to Counter shipment via a connecting Airline is also available, if needed. Once the shipment arrives, the mare should be inseminated immediately. The mare could be inseminated again with the second dose after the initial cover, if necessary.

STALLION COLLECTION, SEMEN EVALUATION, PROCESSING AND PACKAGING OF THE INSEMINATE WILL BE CONDUCTED AT THE KRUGER RANCH, BY A QUALIFIED, LICENSED VETERINARIAN:

The servicing Veterinarian will bill the Mare Owner's Credit Card, directly for the Collection Fees
The servicing Veterinarian(s) must have a valid credit card on file or pre-payment for the collection fee.

RETURN BREEDING - Should the mare fail to conceive, and another shipment is needed, the same procedures outlined above should be followed. The actual Vet collection and shipping costs will be due. (If an Equitainer® is used, it must be returned promptly & in good condition). Your Credit Card will be charged only for actual cost amounts at the time service is provided.

We recommend that the Mare owner set up their own account with FedEx®, so discounted shipping charges will be billed directly to them.

PLEASE NOTE: FedEx® does not deliver overnight on Sundays or Mondays, to most locations.

Delivery via an Airline (counter to counter) is available; but, an additional airport delivery courier fee of \$75 will be charged. Unknown national security issues may limit counter to counter deliveries

We will accept a [Visa®](#) or [MasterCard®](#) for the Breeding Service Fee, Booking Fee, shipping costs & Veterinarian fee.

CREDIT CARD INFORMATION: Cardholder Name: _____.

VISA® **MASTERCARD®** # _____ **Exp. Date:** _____.

I authorize this Credit Card to be billed by the Kruger Ranch, L.L.C. **Sign Here** _____.

I authorize this Credit Card to be billed by the attending Veterinarian **Sign Here** _____.

INSEMINATE TO BE SHIPPED TO:

MONTH THAT YOU EXPECT TO BE REQUESTING SEMEN: _____ NEAREST MAJOR AIRPORT: _____.

(NAME:) _____.

(ADDRESS:) _____.

(PHONE(S):) _____ FAX: _____.

E-Mail: _____.

FedEx® Account name & number: _____.

PAYMENT SCHEDULE

BOOKING FEE: \$ 250 Due at time this signed contract is sent to Stallion Owner.

BREEDING SERVICE FEE: \$ 350 Due to be paid prior to calling for 1st semen shipment

VET COLLECTION FEE: \$ 200 Due at time of service for each shipment requested (*Fee is subject to change by attending Veterinarian)

SHIPPING COSTS: \$ _____ Will be billed direct to credit card or FedEx® account at time of service.

DISPOSABLE CONTAINER: \$ _____ Cost for disposable container is (*\$34.95) billed at time of service & does not have to be returned

EQUITAINER®: \$ _____ Must be insured for \$275 and returned promptly in good condition or replacement cost will be billed

AIRPORT DELIVERY: \$ * 75 (* Optional - If airline delivery is requested – will be billed to credit card at time of service)

If you have any questions, please feel free to contact us &/or our Veterinarian(s) at any time."