

**2010 BREEDING AGREEMENT AND LIABILITY RELEASE CONTRACT FOR TRANSPORTED SEMEN**

**FOR THE STALLION: SHADOWS MVP A.Q.H.A. # 3,251,153**

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 qualified, licensed Veterinarian.

**The Year 2010 BREEDING SERVICE FEE / TERMS**

**BOOKING FEE - \$ 250** [To reserve space in 2010 Breeding Season schedule]

**BREEDING SERVICE FEE - \$ 350** [To be paid in full prior to calling for 1<sup>st</sup> 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 (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 and no deposit is required. 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 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 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 ½ ( 50%) of the Breeding Fee, as paid."

" 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 ADDRESS: \_\_\_\_\_

**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 answer machine)**  
E-Mail [mail@krugerranch.com](mailto:mail@krugerranch.com) website [www.krugerranch.com](http://www.krugerranch.com)

**EQUITAINER®** - The Booking Fee, Breeding Fee and this completed contract, must be received by KRUGER RANCH, **prior** to 1<sup>st</sup> 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 and this completed contract must be received by KRUGER RANCH, **prior** to 1<sup>st</sup> 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, Visa® or MasterCard®, must be supplied for billing, or other deposit 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 Fed Ex®). A same day Counter to Counter shipment via a connecting Airline may also be 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 Fee at the time of service. The servicing Veterinarian 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 sent, 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. National security issues may not allow for same day counter to counter shipments.**

We will accept a [Visa®](#) or [MasterCard®](#) for the Breeding Service Fee, Booking Fee, shipping costs and 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 Address: \_\_\_\_\_

**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 1<sup>st</sup> 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."