

K Bar R Ranch, LLC
Medford, WI
Shipped Semen Agreement

This Shipped Semen Agreement is made on _____, 20_____, by and between _____ (name), of _____ (street address), _____ (city), _____ (state) _____ (zip)

(Hereafter referred to as “Mare Owner”) and K Bar R Ranch, LLC, Medford, Wisconsin 54451 (“Stallion Owner”). This is an Agreement for the sale of Stallion Semen to Mare Owner for purposes of attempting to artificially inseminate the Mare named below.

1. Stallion. Subject to the other terms and conditions of this Agreement, Stallion Owner will ship Mare Owner semen from the following stallion (“Stallion”) for the sole purpose of inseminating Mare, for a service fee (“Stallion Service Fee”) of \$500 (U.S. Funds).

Registered name of Stallion: **Lopin Impulse** APHA #978,068.

2. Mare. This agreement will apply to the following mare (“Mare”):

Registered name of Mare: _____

Color and markings: _____

Breed registry: _____ Registration#: _____

Year foaled: _____ Is mare currently in foal? _____ Y _____ N

If mare is in foal, what was her last breeding date? _____

Anticipated foaling date? _____

3. Mare Owner’s Representations and Warranties.

3.1 Mare’s Health and Breeding Soundness. Mare Owner represents and warrants that Mare is in perfect health, is sound and breeding sound, free from all infections, contagious and transmittable diseases, and will continue to be in such condition at the time of any and all inseminations pursuant to this Agreement. If multiple shipments of semen are requested, Stallion Owner reserves the right to request a complete reproductive status evaluation, including but not limited to, a current uterine swab culture and a cytology (endometrial biopsy), performed by a licensed veterinarian, showing that Mare is in sound breeding condition and free of any infection. Stallion Owner does not have an obligation to ship additional semen under this Agreement until such evaluation is complete and a copy of the veterinarian’s report is delivered to Stallion Owner.

3.2 Ownership of Mare. Mare Owner agrees to provide Stallion Owner with a complete, genuine and current copy of both sides of Mare’s registration papers showing Mare Owner as the registered owner.

3.3 Mare Owner’s Use of Semen. Mare Owner agrees that all semen shipped pursuant to this Agreement shall be used for the sole purpose of inseminating Mare. Other uses, such as inseminating an equine other than Mare, are material breaches of this Agreement and terminates all rights of Mare Owner and obligations of Stallion Owner under this Agreement. Stallion Owner reserves right to pursue any available remedy under Wisconsin law.

3.4 Mare Owner’s Responsibility to Monitor Mare’s Fertility. It is Mare Owner’s sole responsibility to monitor Mare’s heat cycles and ovulation and to order shipped semen from Stallion Owner pursuant to Section 6.2.

3.5 Mare Must Be Inseminated by Licensed Veterinarian. Stallion Owner will only ship semen pursuant to this Agreement to a licensed veterinarian, and insemination of Mare may only be performed by such licensed veterinarian. Mare Owner will be solely responsible for all costs and expenses associated with insemination of Mare.

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3.6 Pregnancy Testing. It is Mare Owner's sole responsibility to have a licensed veterinarian perform any and all pregnancy testing to confirm pregnancy of the Mare. Mare Owner is solely responsible for all costs and expenses associated with such pregnancy testing.

3.7 No Substitutions for Mare. Mare Owner may not substitute another equine for Mare pursuant to this Agreement without the advanced written permission of Stallion Owner, and it will be in Stallion Owner's sole discretion whether to accept any substitute mare. If Mare becomes unavailable for breeding during the Breeding Season (as defined in Section 6.1) and Stallion Owner does not approve the substitution of another mare, Stallion Owner will refund the Breeding Fee to Mare Owner (but will not refund the Booking Fee or any other fees paid by Mare Owner pursuant to this Agreement.)

3.8 Embryo Transfers. Transfer of any embryo resulting from semen shipped pursuant to this Agreement will require Stallion Owner's advance written permission. Failure to obtain such permission prior to the transfer will void the limited live foal guarantee set forth in Section 9. If embryo transfers result in more than one pregnancy, Mare Owner must pay the Stallion Owner the Booking Fee and the Breeding Fee for each pregnancy.

4. Booking Fees and Breeding Fees.

4.1 Booking Fees. Mare Owner must deliver a non-refundable booking fee of \$200 ("Booking Fee") to be paid (in U.S. funds) to the Stallion Owner due upon execution of this Agreement. The Booking Fee is credited towards the Stallion Service Fee. A copy of the front and back of the Mare's current registration certificate must accompany this Agreement and the Booking Fee.

4.2 Breeding Fee. The remaining balance of \$300 (U.S. Funds) for the Stallion Service Fee is due before semen is collected or shipped.

5. Collection and Shipping Fees. Mare Owner agrees to pay the fees for semen collection and shipping in the amount of \$250 (U.S. funds), which is due before semen is collected or shipped. Stallion Owner will use the following type of container to transport semen to Mare Owner:

Disposable, one time use container
 Reusable container

If "Reusable container" is checked, Mare Owner agrees to pay a refundable, advanced security deposit of \$300 (U.S. funds) on each container that Stallion Owner provides pursuant to this Agreement. If the container is not returned to the Collection Facility within 10 days after receipt of the container, late fees in the amount of \$20 per day will apply. If the container is not returned to the Collection Facility within 21 days after receipt of the container, Mare Owner will forfeit the entire deposit amount. If the container is returned in damaged condition or with damaged or missing parts, Mare Owner will forfeit the entire deposit amount. Mare Owner will also forfeit the entire deposit amount if the container is not returned in clean, sanitary condition.

Return the reusable container to the Collection Facility, located at:

Athens Veterinary Service
625 W Village Limits Rd
Athens, WI 54411
Phone: 715-257-7003

6. Preferred Collection and Shipping Days. Stallion Owner's available days for semen collection and shipping are:

Monday, Tuesday, Wednesday, Thursday, Friday

6.1 Breeding Season. Subject to the other specifications in this Section 6, dates available for semen collection and shipping (the "Breeding Season") will begin on March 1st and end on July 15th of the same year.

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6.2 Notice Required for Semen Shipment. All requests for semen shall be submitted as soon as possible and at least 48 hours prior to desired delivery date. Mare Owner may request expedited service which Stallion Owner will complete if available.

6.3 Delivery Service for Semen Shipments. Stallion Owner offers the following methods of semen shipment, but will select delivery method at Stallion Owner's discretion.

____ United Parcel Service (UPS) **OR** ____ Federal Express (FedEx)

Shipping Information (*Will not ship to PO Box*)

Name: _____

Name of Veterinary Practice: _____

Street Address: _____

City, State and Zip: _____

Telephone Number: _____

7. Unavailability of Stallion for Breeding. The following sections shall apply only in the event that Mare is not in foal pursuant to this Agreement at the time Stallion becomes unavailable for breeding.

7.1 Stallion's Death, Injury or Illness; Poor Semen Quality. In the event that Stallion becomes unavailable for semen collection and shipment due to Stallion's death, injury or illness, or Stallion's semen is of poor quality or otherwise not viable for shipment, Stallion Owner will promptly notify Mare Owner and (check all that apply):

____ At Stallion Owner's option, Stallion Owner may ship frozen semen to Mare Owner pursuant to this Agreement.

____ At Mare Owner's option, Mare Owner may request semen from an alternate stallion that is owned by the Stallion Owner.

X If no frozen semen is available, Stallion is unavailable for semen collection and shipment during the entire Breeding Season and Mare Owner chooses not to breed to another stallion as indicated above, Stallion Owner will refund the Breeding Fee (but will not refund the Booking Fee or any fees paid by Mare Owner pursuant to Section 5).

7.2 Sale of Stallion and Assignment of Rights. In the event that Stallion Owner sells Stallion during the Breeding Season (or any extension thereof pursuant to Section 9), Stallion Owner will promptly notify Mare Owner. Stallion Owner may, at Stallion Owner's option, transfer this Agreement to Stallion's new owner(s) upon notification to Mare Owner. Upon receipt of such notice by Mare Owner, Stallion's new owner(s) shall succeed to the rights and obligations of Stallion Owner under this Agreement.

If Stallion Owner's rights are not transferred to Stallion's new owner(s): (check all that apply)

____ At Stallion Owner's option, Stallion Owner may ship frozen semen to Mare Owner pursuant to this Agreement.

____ At Mare Owner's option, Mare Owner may request semen from an alternate stallion owned by the Stallion Owner.

X If no frozen semen is available and Mare Owner chooses not to breed to another stallion as indicated above, Stallion Owner will refund the Breeding Fee (but will not refund the Booking Fee or any other fees paid by Mare Owner pursuant to Section 5).

8. Responsibilities upon Birth of Foal.

8.1 Mare Owner's Responsibilities. Promptly upon Mare giving birth, Mare Owner shall notify Stallion Owner of the birth and provide Stallion Owner with photos of the resulting live foal.

8.2 Stallion Owner's Responsibilities. Upon receiving notice from Mare Owner pursuant to Section 8.1 that Mare has given birth to a Live Foal (as defined in Section 9) as a result of Mare's insemination with

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Stallion's semen pursuant to this Agreement, Stallion Owner will provide Mare Owner with a breeding certificate or other documentation required to register Mare's offspring in the appropriate breed registry(ies). Until such time as Mare Owner has fulfilled all of Mare Owner's obligations pursuant to this Agreement, including payment in full of all fees and providing notice and photos pursuant to Section 8.1, Stallion Owner may refuse to provide documentation required to register Mare's offspring and may alert the appropriate breed registries that Mare's offspring should not be registered.

9. Limited Live Foal Guarantee. If Mare proves barren, should abort, or does not give birth to a Live Foal as a result of insemination with Stallion's semen during the Breeding Season, Mare Owner will have the right to request semen shipments for Mare pursuant to Section 6 during the range of dates specified by Stallion Owner during the same Breeding Season, or in the calendar year following the Breeding Season. A "Live Foal" is a newborn foal that stands and nurses without assistance and lives for a period of 24 hours or more after its birth. Rebreds during the same calendar year Breeding Season shall not be required to pay additional Booking Fees or Breeding Fees pursuant to Section 4, but shall be required to pay all Collection and Shipping Fees pursuant to Section 5. Any contracts carried over to the following calendar year shall not be required to pay Breeding Fees pursuant to Section 4.2, but shall be required to pay Booking Fees and Collection and Shipping Fees pursuant to Sections 4.1 and 5, respectively.

9.1 Mare Owner's Notification Obligations. If Mare aborts during her pregnancy or gives birth to a foal other than a Live Foal, Mare Owner must so notify Stallion Owner within 3 days of such abortion or birth and promptly provide Stallion Owner with a signed report from a licensed veterinarian.

9.2 Conditions that Will Void the Live Foal Guarantee. The following conditions will void the Limited Live Foal Guarantee set forth in Section 9: (a) Stallion becomes unavailable for breeding as described in Section 7, in which case the terms of Section 7 will apply, (b) Mare Owner's obligations pursuant to Section 9.1 are not fulfilled, (c) Mare Owner sells Mare to another party(ies), (d) Mare Owner breaches any representations and warranties or fails to fulfill any obligations pursuant to Section 3, or (e) Mare's failure to give birth to a Live Foal is due to the actions or inactions of Mare Owner, or that of Mare Owner's agents, employees, contractors or family members, including the failure to vaccinate or deworm Mare.

10. Payment Terms.

10.1 Acceptable Forms of Payment. All payments due to Stallion Owner must be made pursuant to one of the following methods: Cash, Personal Check, Cashiers' Check, Visa/Master Card/Discover/American Express, or Bank Account Wire Transfer

10.2 Changes in Fees. From time to time Stallion Owner may change the fees listed in this Agreement upon written notice to Mare Owner. Mare Owner agrees to pay such revised fees.

10.3 Payment Due Dates. Mare Owner must pay the Booking Fee, the Breeding Fee and all fees due pursuant to Sections 4 and 5 in full before Stallion Owner will collect or ship semen to Mare Owner. If payment is by check, allow ample time for check to clear through bank.

10.4 Penalty for Returned Checks. If any check issued by Mare Owner to Stallion Owner is returned for insufficient funds, Mare Owner must immediately pay Stallion Owner cash in the amount of the check, plus any bank charges that Stallion Owner may incur as a result of the returned check.

11. Mare Owner's Assumption of Risks.

11.1 Stallion Owner Not Responsible for Shipment or Collection Failures. Delivery of semen is complete when Stallion Owner delivers product to delivery service. If Mare Owner does not request semen pursuant to the specifications of Section 6 and/or Mare Owner is in breach of, or has failed to fulfill obligations pursuant to any portion of Section 3, Stallion Owner will not ship semen to Mare Owner. Mare Owner releases Stallion Owner of liability and any/all damages if Stallion Owner is unable to collect viable semen from Stallion due to illness or any other reason. Stallion Owner will honor requests for shipments in the order in which they are received. Mare Owner agrees to hold harmless Stallion Owner for any damages including special and consequential damages.

11.2 Stallion Owner Not Responsible for Risks of Breeding Mare. Mare Owner understands that horse breeding is an inherently unpredictable activity, and that despite Stallion Owner's efforts, Mare may not be inseminated or become pregnant. Mare may become pregnant but not give birth, or Mare's foal may be

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stillborn, have defects or become ill, injured or die. Mare may also suffer injuries, illness or death in connection with insemination, pregnancy or foaling. Stallion's semen may not be of sufficient potency, quality, motility or viability to cause Mare to become pregnant. Mare Owner assumes all such risks and agrees to hold the Stallion Owner Parties harmless for any damages, including special and consequential damages, arising in connection with this Agreement.

11.3 Stallion Owner Not Responsible for Genetic Traits or Conditions. Mare Owner also understands that Mare's offspring may inherit one or more undesirable genetic traits/conditions from Stallion. Mare Owner assumes all such risks and agrees to hold the Stallion Owner Parties harmless for any damages, including special and consequential damages, arising in connection with this Agreement.

12. Contact Information and Notices. Notices given pursuant to this Agreement must be in writing and sent to the addresses below.

12.1 Notice/Contact of Stallion Owner.

K Bar R Ranch, LLC
c/o Cody and Debra Rabska
N4969 Hillcrest Road
Medford, WI 54451
715-965-7054 gold.buckle.kr@gmail.com

12.2 Notice/Contact of Mare Owner.

Name: _____

Street Address: _____

City, State and Zip: _____

Telephone Number/Email: _____

12.3 Changes of Address and/or Phone Numbers. Both parties agree to notify the other of any address and contact information change.

13. Assignment or Transfer. Except as specified in Section 7.2, no party may assign or transfer this Agreement without the prior written consent of the other parties.

14. Entire Agreement. This Agreement contains the entire agreement among the parties. All modifications must be in writing and signed by both parties.

15. Governing Law; Venue; Statute of Limitations. This Agreement shall be governed by the laws of Wisconsin. The agreed upon venue is Taylor County, Wisconsin. Any action brought under this Agreement shall be brought within one year of the date of this contract or are waived.

16. Attorneys' Fees and Other Expenses. Mare Owner shall pay any and all fees and costs, including attorney's fees and costs, associated with efforts exerted to enforce or defend this agreement. For the purpose of this Section 16, "expenses" include but are not limited to: Stallion Owners' attorneys' fees, court costs, transcript costs, expert and witness fees, travel expenses, loss of income, printing costs, postage and delivery service fees, and all other disbursements.

17. Duty of Good Faith. Both parties agree to act in good faith in fulfilling their respective responsibilities under this Agreement.

18. Termination of Agreement. Either party may terminate this Agreement upon material breach of its terms; Stallion Owner may terminate this Agreement for good cause and shall notify Mare Owner.

Stallion Owner:

Mare Owner:

Signed: _____

Signed: _____

Name Printed: _____

Name Printed: _____

Date: _____

Date: _____