

K-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, N4969 Hillcrest Rd, Medford, WI 54451
(Hereafter referred to as "Stallion Owner").

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 \$400 (U.S. Funds), plus collection and shipping fees pursuant to Section 5.

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. Mare Owner understands that Stallion Owner is under no obligation to ship any additional semen pursuant to 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. Mare Owner understands and agrees that other uses, such as inseminating an equine other than Mare, are material breaches of this Agreement and will terminate all rights of Mare Owner and obligations of Stallion Owner under this Agreement.

3.4 Mare Owner's Responsibility to Monitor Mare's Fertility. Mare Owner understands that 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 6.3.

3.5 Mare Must Be Inseminated by Licensed Veterinarian. Mare Owner understands that 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

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responsible for all costs and expenses associated with insemination of Mare.

3.6 Pregnancy Testing. Mare Owner understands that 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 understands that regardless of the circumstances, 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 6.2) 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 fees paid by Mare Owner pursuant to this Agreement.)

3.8 Embryo Transfers. Mare Owner understands that 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. For this Agreement to be valid, Mare Owner must deliver a booking fee of \$200 (the "Booking Fee") to be paid (in U.S. funds) to the Stallion Owner upon execution of this Agreement. The Booking Fee is nonrefundable and is credited toward 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 \$200 (U.S. Funds) for the Stallion Service Fee must be paid in full by Mare Owner to the Stallion Owner 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), to be paid in full to the Stallion Owner 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 Stallion Owner, located at:

K BAR R Ranch
N4969 Hillcrest Rd.
Medford, WI 54451
Phone: 715-965-7054

6. Semen Collection and Shipping. Upon proper notification from Mare Owner pursuant to Section 6.3, Stallion Owner agrees to use reasonable efforts to collect and ship Stallions semen to the person specified in Section 6.3.

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

Monday, Tuesday, Wednesday, Thursday, Friday

6.2 Breeding Season. Subject to the other specifications in this Section 6, dates available for semen collection and shipping will begin on March 1st, 2020, and end on July 01, 2020 (the "Breeding Season").

6.3 Notice Required for Semen Shipment. When requesting semen collection and shipment, without 48 hour notice, Stallion Owner cannot guarantee shipment of semen to Mare Owner on desired date of receipt. Mare Owner must provide a valid address for delivery.

Shipping Information (Location semen shall be shipped to):

Name: _____

Name of Veterinary Practice: _____

Street Address: _____

City, State, Zip: _____

Telephone Number: _____

6.4 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), Federal Express (FedEx)

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.

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, the Booking Fee and any fees paid by Mare Owner pursuant to Section 5.

7.2 Sale of Stallion. 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.

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(7.2 continued) If Stallion Owner does not transfer the Agreement 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.

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, the Booking Fee and 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 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.

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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. Mare Owner understands that 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 also understands that Stallion Owner may be unable to collect viable semen from Stallion from time to time because of illness or other reasons, and therefore Stallion Owner may be unable to honor one or more particular shipment requests from Mare Owner. When demand for semen shipment exceeds available supply, as may occur from time to time during the busiest times of the Breeding Season, Stallion Owner will honor requests for shipment in the order in which they are received and as a result, Stallion Owner may be unable to honor one or more particular shipment requests from Mare Owner. Stallion Owner will use reasonable efforts to deliver semen shipments in accordance with Mare Owner's requests that comply with the terms of Section 6; however, Stallion Owner cannot be responsible for delivery failures due to delivery service error, weather, war, acts of God or other circumstances beyond Stallion Owner's control. Mare Owner agrees to hold Stallion Owner, Stallion Owner's agents, employees, shareholders, directors, family members and contractors (collectively, the "Stallion Owner Parties") harmless for any damages, including special and consequential damages, occurring in connection with failure of collection or shipment of semen.

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 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 or 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.

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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 Debbie Rabska
N4969 Hillcrest Rd.
Medford, WI 54451
715-965-7054
gold.buckle.kr@gmail.com

12.2 Notice/Contact of Mare Owner.

Name: _____

Street Address: _____

City, State, Zip: _____

Telephone Numbers: _____

Email: _____

12.3 Changes of Address and/or Phone Numbers. Until all obligations under this Agreement are completed, each party shall have the duty to notify the other parties immediately upon a change in address and/or phone numbers. If a party does not provide the other parties with notice of such changes, a notice delivered to the last address given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

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. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

15. Governing Law and Venue. This Agreement shall be governed by the laws of Wisconsin. The parties hereby agree that all legal action under the Agreement must be brought in Taylor County, Wisconsin.

16. Attorneys' Fees and Other Expenses. In any legal action brought in connection with this Agreement, the prevailing party(ies) will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party(ies). For the purpose of this Section 16, "expenses" will include the following costs actually incurred by the prevailing party(ies): attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Stallion Owner:

Mare Owner:

Signed: _____

Signed: _____

Name Printed: _____

Name Printed: _____

Date: _____

Date: _____