



3051 North County Road 1 - Loveland, CO 80538 - (719) 332-4223

## 2024 STALLION BREEDING CONTRACT

STALLION: FLORIDA GEORGIA LINE

STALLION SERVICE FEE: \_\_\_\_\_

MARE: \_\_\_\_\_

REGISTRATION #: \_\_\_\_\_

AGE: \_\_\_\_\_ BREED: QH / TB / APHA / ApHC / Other \_\_\_\_\_

This agreement ("Agreement") is made between Saw Ranch, LLC ("SR") and the undersigned ("Owner") for one (1) pregnancy by the above-named Stallion. Fees described herein ("Fees") are binding to both parties regarding the above-named Mare ("Mare"). The term of this Agreement shall run from execution through 72 hours post foaling for the resulting foal out of the Mare.

### The mare owner/lessee agrees to pay the following Fees:

- Booking Fee of \$500.00** (non-refundable, due with the signing of this contract).
- Balance of Stallion Service Fee.** Above stated Stallion Service Fee, less the Booking Fee.
- Collection Fee of \$325.00** per collection of Cooled Semen (includes Priority Overnight/Domestic delivery).
- OR Onsite Pickup of \$150.00** per collection of semen picked up at SR.
- OR Frozen Semen of \$375.00** per shipment (includes Priority Overnight/Domestic delivery).
- Air Freight and Courier Charges** as incurred, should same day shipment be required.
- Equitainer/Dry Shipper Deposit** will be waived. Mare owner agrees to return container via Federal Express/UPS Standard Overnight or Second-Day Air Service. Penalties of \$100.00 per day will apply for any container not returned by the 3<sup>rd</sup> day post-shipment. In the event the container becomes damaged during shipment or is not returned, Mare owner agrees to pay a \$350.00 replacement fee for an Equitainer **OR** \$2,500 for a Dry Shipper. Documents needed for registration will be withheld until all account balances are paid in full.
- Canadian Shipment Charges** as incurred for USDA Fees, Taxes, and Duties, etc.

A non-refundable **Booking Fee** is payable with the signing of this contract, and the balance of the **Stallion Service Fee**, and **applicable Shipping Fees** is to be paid **PRIOR to shipment** via cash, check, VISA, MasterCard, Discover, and American Express. Semen will **NOT** be sent unless all fees are paid. Please make sure all payment arrangements are made prior to ordering semen. Any fees not previously paid for may result in a **delay or prevention** of semen shipments!

**No guarantee of delivery within a certain time-period, nor the quality of the semen upon arrival is given. Refunds will NOT be made due to damage, delay, or non-delivery of a shipment, we have no control of a shipment after it leaves our custody.**

**Please Initial Here**

Semen orders must be placed one day **prior** to shipment date. Confirmation or cancellation of the semen order must be done by 9:00AM MST the day of the collection. A shipment may be canceled by 9:00AM MST without incurring a collection fee penalty. Mare Owner agrees to pay for shipments canceled following preparation and/or shipment. **STALLIONS ARE COLLECTED MONDAY, WEDNESDAY, FRIDAY, FROM FEBRUARY 1<sup>st</sup> THROUGH JULY 31<sup>st</sup>.** No variations to this schedule will be made for any reason. If a stallion is unavailable, or unable, to collect on a given day frozen semen will be made available. The Mare must be managed by a veterinarian qualified in equine reproduction. The Mare Owner agrees to use the semen shipped hereunder solely to breed the designated Mare in accordance with this Breeding Contract together with the rules and regulations of the appropriate registration organization.

**Excess breeding doses are not permitted to be used under any circumstances. Unused cooled semen doses must be disposed of after the Mare ovulates. Additional doses may not be used for additional mares. Unused frozen semen straws must be returned to SRSS at the mare owner's expense. Semen is not permitted to be stored at offsite facilities for future use.**

**Please Initial Here**

### Terms and Conditions

- Saw Ranch Colorado, LLC (Saw Ranch) hereby reserves for the Mare Owner one breeding to the Stallion named above during the current year Breeding Season. This reservation has been secured by the Mare Owner's payment of a **non-refundable Booking Fee**, that shall be applied to the **Stallion Service Fee**, and is included with this contract. If more than one pregnancy is desired from this Stallion (through embryo transfer) a **Contract** and **Stallion Service Fee** will be required for each breeding. **The Breeding Season is February 1 to July 31 of the contract year.**
- The Mare Owner represents the Mare is healthy and in sound breeding condition. The Mare Owner agrees to **attach a copy of the Mare's registration papers** with this document and agrees to furnish any other information as SR reasonably requests.
- Should the Stallion die, relocate, or become unfit for service prior to the Mare getting in foal, this contract shall become null and void, and any money paid as part of the Stallion Service Fee, less the booking fee, shall be refunded to the Mare Owner.
- Semen:** The use of cooled or frozen semen has no warranty or guarantee, expressed or implied. No guarantee of delivery within a certain time, nor the quality of the semen at arrival is given. In the event of insufficient semen on any given breeding day, SR reserves the right to determine which mares will be bred, based on reproductive status. **SR reserves the right to require semen shipments to be flown at the mare owner's expense, based on SR's own discretion.**
- Live Foal Guarantee:** This contract, which is between the undersigned Mare Owner/Lessee and Saw Ranch, LLC for the above-named mare, is non-transferable and **provides for return services the following year** for the Mare (or agreed upon substitute) that fails to produce a live foal. **After the initial rebreed season a \$500 rebreed fee will be charged per year for any subsequent attempts.** A live foal is defined as one that stands and nurses without assistance and lives for a minimum of 72 hours post foaling. Should any illness or injury occur to the foal, and it subsequently dies, the mare owner must provide veterinary documentation that lifesaving treatments/procedures were attempted. **UNDER NO CIRCUMSTANCES WILL A LIVE FOAL GUARANTEE BE GRANTED FOR A FOAL THAT WAS NOT GIVEN ADEQUATE VETERINARY CARE AND NOT ATTEMPTED TO BE PROPERLY SAVED.** The return contract may be satisfied at the sole discretion of SR. **SR shall be notified within 10 days** and sent a veterinary certificate from the attending veterinarian in the event there is no live foal.
- Other Provisions.** OWNER AGREES TO HOLD SAW RANCH HARMLESS AND TO WAIVE ANY AND ALL CLAIMS, CAUSES OF ACTION, LOSSES, COSTS, CONSEQUENTIAL DAMAGES, GENERAL OR SPECIAL DAMAGES, OR OTHER SUCH INJURIES ("CLAIMS") THAT ARISE FROM OR RELATE TO THESE SERVICES FOR THE MARE OR HORSE INCLUDING ANY CLAIMS RELATED TO ILLNESSES, DISEASES, SICKNESS, DEATH, ACCIDENT, INJURIES, OR LOSS OF USE, AMONG OTHER THINGS. Saw Ranch strongly recommends that Owner procure insurance (both mortality and medical coverages) for the Mare or Horse. Owner agrees that its sole recovery for any Claims shall be derived from said Insurance and not Saw Ranch. Saw Ranch assumes no liability in the parentage verification of any resulting foals. All accounts are payable within 30 days of the billing date. After 30 days from the billing date, interest of 1.5% per month will be assessed on the outstanding balance. Saw Ranch accepts VISA, MasterCard, Discover, and American Express. The Owner agrees to pay all reasonable collection and attorneys' fees incurred by Saw Ranch in attempting to collect any outstanding balance. The Owner grants and acknowledges the lien right of Saw Ranch pursuant to CRS 38-20-102 (1) *et seq* and as amended. The Owner warrants and guarantees that the undersigned has full authority to enter into this Agreement and is the party responsible for all obligations related thereto, including prompt payment of all charges. When Owner, or authorized representative, signs and returns this Agreement to Saw Ranch, it shall be binding upon both parties. This Agreement is not transferable or assignable and is governed by the laws of the state of Colorado.

APPROVED: \_\_\_\_\_  
Horse Owner/Lessee (if Lessee, please provide copy of Lease)

DATE: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_

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

FAX: \_\_\_\_\_

\_\_\_\_\_

EMAIL: \_\_\_\_\_

APPROVED: \_\_\_\_\_

DATE: \_\_\_\_\_

Saw Ranch, LLC

Revised 10/23