

## Bar M Horse Ranch's STALLION SERVICE AGREEMENT FOR TRANSPORTED CHILLED OR FROZEN SEMEN DELIVERY

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between **Bar M Horse Ranch** and, its representatives, successors and assigns, (hereinafter " Bar M Horse Ranch ") and \_\_\_\_\_(first name) \_\_\_\_\_(last name) (hereinafter "Owner")

residing in \_\_\_\_\_(city), \_\_\_\_\_(state), Mares Name: \_\_\_\_\_

Registration No. \_\_\_\_\_ Breed \_\_\_\_\_

Type of semen requested \_\_\_\_\_ Chilled \_\_\_\_\_ Frozen (Please check one)

Owner agrees to breed the mare to the stallion ( Sir Cruz), a **Gypsy Purebred Stallion** and agrees to pay a breeding fee of \$1000 covering the 2022 season, **January 1, 2022 to October 30, 2022**, to Bar M Horse Ranch according to the following schedule:

1. A Two Hundred and Fifty Dollars (\$250.00) non-refundable fee per mare is due with the execution of this Agreement, to "book" the stallion. **This booking fee is applied toward the stud fee listed above.** This fee maybe paid by Paypal, venmo, credit card, cash or a certified check.

2. The remainder of the stud fee is due in full before the first shipment of semen occurs. The contract is in total effect when semen is shipped. There will be no refunds for the fee from that point on. All costs must be paid before semen is shipped.

3. In Addition, Owner agrees to pay the following expenses, which shall be paid in full by credit card, cash or certified check before semen is shipped from the collection facility

A. Collection fees including, but not limited to Veterinarian fees, laboratory fees and extender/preservative charges 2022 Collection Fee is estimated to be \$250.

B. Shipping Fees - **Owner of Mare is responsible for Shipping Fee. This fee will very depending on the location and type of shipment**

4. Prior to the first shipment of chilled or frozen semen, Owner shall provide a photograph of the mare and certify to Bar M Horse Ranch that a current uterine culture (taken while the mare is in heat) has been submitted to a recognized laboratory showing the mare to be in sound breeding condition and free of infection. If evidence of compliance with this paragraph is not provided prior to the first shipping date Bar M Horse Ranch may either refuse to ship semen OR cancel this agreement with the booking fee forfeit by Owner.

5. Limitations regarding the stallion include: Semen collection will be performed on **Monday, Wednesday, Fridays**. If semen is needed on Tuesday/Thursday it will be on an individual basis IF we can arrange a veterinarian on those days. We will attempt our utmost to accommodate Tues/Thurs.

**TWENTY FOUR HOUR NOTICE is needed to have a stallion guaranteed collected. Saturday notice if semen is needed to be collected on a Monday to ensure appointment.**

6. Bar M Horse Ranch guarantees a **live foal** from this mating. A live foal is defined for the purpose hereof as one which stands and nurses. Should the mare die, not conceive, abort at any time, or should her foal be born dead, die before standing and nursing, or present birth defects such that a qualified veterinarian recommends that the foal be put down:

A. Bar M Horse Ranch will provide re-breeding of said mare under the terms and conditions set out herein during the breeding season dates set forth in this Agreement; provided the stallion is available to Bar M Horse Ranch and capable of servicing mares. In the event that the stallion is not available to service mares, Bar M Horse Ranch shall have the right to provide a substitute stallion for the breeding. **OR**

B. Bar M Horse Ranch will provide re-breeding of said mare during the following breeding season at the original stated breeding fee, with additional services provided according to Bar M Horse Ranch's terms and fee schedule applicable to the new breeding season; provided the stallion is available to Bar M Horse Ranch and capable of servicing mares. In the event that the stallion is not available to service mares Bar M Horse Ranch has the right to provide a substitute stallion for the breeding.

C. Bar M Horse Ranch's obligations under this Agreement are limited to those set forth herein, and no other warranty, stated or implied shall be enforceable.

7. Bar M Horse Ranch's guarantee shall not apply unless:

A. Owner provides for the mare to be examined by a licensed veterinarian no later than forty-five (45) days after the last day bred **OR** before the mare is re-bred, whichever occurs first. The mare's status at the time of the exam must be reported in writing and signed by the veterinarian performing the exam, with a copy of the report delivered to Bar M Horse Ranch within ten (10) days of the exam **OR** before the mare is re-bred, whichever occurs first.

B. Bar M Horse Ranch is notified by letter or telephone within ten (10) business days in the event of an abortion or the foals death.

C. A statement from a licensed veterinarian is delivered to Bar M Horse Ranch within fourteen (14) days of the abortion or death of the foal, certifying the occurrence and details thereof.

D. Owner requests additional semen shipments for re-breeding within the breeding season dates set forth in this Agreement **OR** within Bar M Horse Ranch's breeding dates of the following breeding season (should the delivery of the foal or abortion occur out of the season set forth in this contract). In the event that the Owner fails to request additional semen shipments within the above specified time period, any and all fees paid shall **not** be refunded and this contract is thereby unconditionally terminated. In the event the mare cannot be settled, continually aborts, dies, or is determined by a licensed veterinarian to be unbreedable, Owner may substitute another mare with prior notice and approval by Bar M Horse Ranch .

7. Purchased or booked breedings must be used within 2 (two) years of the date on page 1 (one) of this Contract. If no attempt has been made to use the breeding, this contract becomes void 2 (two) years from date signed and no refunds shall be issued.

8. Bar M Horse Ranch makes no claims as to the genetic characteristics of the stallion other than information available through his pedigree and through a visual inspection. He is believed to be sound and to produce sound, healthy foals. Owner shall have access to the stallion for any ordinary and reasonable tests and examinations to be performed by a qualified professional, to be performed at the stallion's place of residence, at Owner's sole expense, applying tests that are not likely to cause risk of injury or death to the stallion.

9. Owner waives for themselves, their agents, and heirs all rights to hold Bar M Horse Ranch, its employees and agents. including but not limited to veterinarians, liable for any injury, death, loss or damages of any kind that may occur to Owner's mare as a result of this agreement.

10. This Agreement, signed by the respective parties at the places below and on the dates set forth on page one of this Agreement, constitutes the entire agreement between the parties and may not be amended or modified except by a mutual exchange of written instrument. This Agreement or any rights or obligations hereunder may not be assigned without prior written consent of both parties.

11. Either party may terminate this Agreement for failure of the other party to meet any material terms. In the case of a default and a court action for damages, the prevailing party shall have the right to recover attorney fees and court costs.

12. This contract shall be governed and construed under the laws of the State of Minnesota, United States of America. Any court action based upon this Agreement shall be conducted within Minnesota.

**Information about the mare to be bred:**

Nick Name \_\_\_\_\_ Height \_\_\_\_\_ Color \_\_\_\_\_

Date of Birth \_\_\_\_\_

Markings, scars, brands or tattoos \_\_\_\_\_

Sire (Name & Breed) \_\_\_\_\_

Dam (Name & Breed) \_\_\_\_\_

Date of Last Foal \_\_\_\_\_

Sired By (Name & Breed) \_\_\_\_\_

Owners Name and Address: \_\_\_\_\_

Owners Telephone Number: \_\_\_\_\_

**Owner's Veterinarian Information:**

Veterinarian Name: \_\_\_\_\_

Clinic Name: \_\_\_\_\_

Clinic Address: \_\_\_\_\_

Clinic Telephone #: \_\_\_\_\_

Clinic Emergency #: \_\_\_\_\_

**Bar M Horse Ranch**

**Mare Owner**

\_\_\_\_\_  
Please sign and date

\_\_\_\_\_  
Please sign and date

**Please Make Checks Payable to:**

Bar M Horse Ranch

Thomas Meyeraan

40504 440<sup>th</sup> Ave

Windom, Mn 56101

Cell (507) 360-6178

Email: [Tom@barmhorses.com](mailto:Tom@barmhorses.com) Website: [www.barmhorses.com](http://www.barmhorses.com)

