

Redtail Ranch Performance Horses, LLC

2025 STALLION SERVICE AGREEMENT EARLY BOOKING SPECIAL, FIRST 25 CONTRACTS

Contract Plus Booking Fee MUST Be Received by 11/30/2024

PLEASE READ AND FOLLOW INSTRUCTIONS IN BOLD TYPE

1. PARTIES. This Agreement (the "Agreement") is being entered into on (**enter Date**)_____ by Redtail Ranch Performance Horses, LLC, an Idaho Limited Liability Company, 9605 W. Beacon Light Road, Star, Idaho, 83669, Phone (208) 861-0760, ("Stallion Owner") and ("Mare Owner"): **Please enter Name, Street Address/Phone/email:**

2. The Mare Owner has contracted to breed the following Mare (No grade horses accepted. Mare Owner may not substitute another mare in place of the mare specified above unless Stallion Owner consents in writing.):

ENTER Registered name of Mare:

AQHA#:

To the following Stallion: **Red Hot Metal, Red Roan, AQHA Registration Number: 5481341, 5 PANEL NEGATIVE, IMM NEGATIVE, EJSCA NEGATIVE**

3. FEES: **Stallion Service: \$1750 DISCOUNTED TO \$1250 (\$500 off), PLUS Chute/booking fee: \$500, non-refundable. Includes first FedEx shipment.** Additional \$75 for airline/\$225 for frozen. Total fees due: \$1750 before first cooled semen FedEx shipment in 2025. **(\$500 booking fee to hold booking, if received by 11/30/2024) Make all checks payable to Redtail Ranch Performance Horses, LLC. Mail to: 9605 W Beacon Light Rd. Star, Idaho 83669. CC or Paypal Available with additional 3.5%. ADDITIONAL FEDEX/AIRLINE/FROZEN SHIPMENTS ARE \$225/\$300/\$450 EACH SHIPMENT, RESPECTIVELY.**

4. TIMING OF SERVICE: **Shipments are provided on a "first come, first served" basis. Call early to put the mare's name on the list. TO ORDER: Notify Redtail Ranch of request for shipped or collected semen by 5 PM of the day PRIOR to collection and shipment. Cancellation by 10 AM Mountain Time on the day of planned shipment is accepted.** Contact James Baker by telephone for orders and cancellations at 208-866-8598, or Loren Macey at 208-861-0760. Collections and shipments are available M, W, F. Mare Owner assumes all risk of loss or damage to the shipped semen. Stallion Owner's only obligation is to collect the semen and deliver it to FedEx to ship to the designated address or AIR CARGO terminal as set forth in this contract. Red Hot Metal will be standing at Redtail Ranch and will have minimal to no showing absences throughout the 2025 breeding season; these will be announced in advance if there is any schedule conflict.

5. PAYMENT: No cooled semen shall be delivered until payment is made in advance. Payment can be made by check (preferred) or PayPal or credit card (additional 3.5% charge) if available.

6. ADDITIONAL TERMS AND CONDITIONS OF ARTIFICIAL INSEMINATION BY TRANSPORTED SEMEN. 6.1. Mare Owner is responsible for all facets of breeding the Mare and agrees to comply with all AQHA requirements concerning the use and handling of cooled or frozen semen. The Mare Owner agrees that the artificial insemination or breeding must be done under supervision of an approved veterinarian or equine reproductive specialist and the Mare shall be examined by ultrasound to assess breeding status. Mare Owner agrees to use all semen provided by this Agreement for the Mare named in this Agreement **and no other**. STALLION OWNER MAKES NO WARRANTY OR GUARANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE TRANSPORTED SEMEN, INCLUDING WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. STALLION OWNER MAKES NO GUARANTEE THAT THE TRANSPORTED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY, QUALITY OR CHARACTERISTICS. 6.2. The Mare Owner will have a pregnancy check performed with ultrasound within 20 days after insemination and will notify the Stallion Owner within 14 days of confirmed pregnancy. 6.3. Additional shipments. Mare Owner shall try diligently to settle the Mare and shall use all diligence and care in the insemination of the Mare. If the

Mare is not settled after 2 attempted insemination cycles, the Stallion Owner may request a breeding soundness exam by a licensed veterinarian experienced in artificial insemination. Stallion Owner may refuse to make shipments to Mare Owner if Stallion Owner believes that the Mare is not healthy and in sound breeding condition. Stallion Owner may offer a re-breed during the subsequent breeding season if the mare does not settle. A rebreed fee of \$500 may be assessed to transfer the breeding privilege to the subsequent breeding season. The Mare Owner must provide new mare information if a change to another mare is requested.

6.4. MULTIPLE EMBRYO TRANSFER/FROZEN EMBRYOS: If more than one embryo is produced from a stallion breeding under this agreement and if multiple embryos are transferred, then Mare Owner must notify Stallion Owner within 48 hours of transfer of embryos. If embryo transfers result in multiple pregnancies, then Mare Owner will be required to acquire additional breeders certificates for \$1000 each additional foal, **due payable at the time of foaling**. Contact the Stallion Owner immediately to get these embryos on the stallion breeding report. If an embryo is frozen/vitrified Mare Owner must notify Stallion Owner within 48 hours. An amended contract will be executed.

6.5. LIVE FOAL GUARANTEE: If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, Mare Owner may re-breed Mare (or a substitute mare mutually agreed upon by Mare Owner and Stallion Owner) during subsequent breeding season. Mare Owner may not assign this breeding or substitute any other mare for the Mare under this Agreement, without the prior written consent of Stallion Owner. Any attempted assignment without the prior consent of Stallion Owner will at the option of the Stallion Owner terminate this contract and release Stallion Owner from all obligations hereunder. "Live Foal" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon Mare Owner giving Stallion Owner written notice within 14 days after the foaling or aborting that the mare did not produce a Live Foal. This notice must be accompanied (a) a certificate from the attending veterinarian that no Live Foal was born and (b) a return of the breeders certificate if issued. Mare Owner may not sell or transfer this contract to another mare owner without consent of the Stallion Owner. **Initials Here:** _____

7. BREEDING SEASON. For purpose of this Agreement, breeding season begins on February 11, 2024, and ends on July 15, 2024. Collection days are Monday, Wednesday and Friday. Additional collection days may be approved on a case by case basis, for an additional fee of \$100.

8. BREEDER CERTIFICATE. The breeder's certificate is released online once all accounts have been paid in full. A breeder's certificate shall be issued upon notification of the birth of the Foal provided all accounts have been paid in full by the Mare Owner.

9. WAIVER OF LIABILITY AND ASSUMPTION OF RISK. 9.1. Limitation of liability and assumption of risk. Mare Owner acknowledges that there are inherent and numerous risks associated with breeding a mare and Mare Owner agrees to bear these risks, including but not limited to illness, injury or disease, to the mare. Furthermore, even though mare may become pregnant, the mare may not give birth or the mare's foal may be stillborn, have defects or become ill, injured or die. Mare Owner agrees that except in the event of Stallion Owner's gross negligence or willful misconduct, Stallion Owner and its officers, members, employees, directors or agents shall not be liable for any special incidental, indirect or consequential damages arising out of any transaction or activity arising out of this agreement.

10. REQUIRED DOCUMENTATION. A copy of the front page of the registration papers of the above-named Mare must accompany this Agreement.

11. GENERAL PROVISIONS. 11.1. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. 11.2. Choice of Law. This Agreement shall be governed by the laws of the State of Idaho. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in Ada County, Idaho. The parties hereto consent to both venue and jurisdiction. 11.3. Waivers. No waiver by Stallion Owner of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Mare Owner of the same or any other provision. 11.4. Covenants and Conditions. Each provision of this Agreement to be performed by Mare Owner shall be deemed both a covenant and a condition. 11.5. Headings, Terms. The headings and under-scorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections.

The words enclosed in quotation marks shall be construed as defined terms for purposes of this Agreement. The terms "Stallion Owner" and "Mare Owner" shall be construed to mean, when required by the context, the directors, officers, members, employees, invitees, servants and agents of Stallion Owner or Mare Owner. 11.6. Attorney's Fees. If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees and costs to be paid by the losing party as fixed by the court or arbitrator. 11.7. Execution and Delivery. This Agreement shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties. 11.8. Relationship of Parties. This Agreement does not create the relationship of principal and agent, a partnership or joint venture. 11.9. Notices. Notices under this Agreement must be delivered personally, by certified mail, return receipt requested, an overnight delivery service, or by telephone facsimile with telephone confirmation of receipt to the addresses set forth below. Notices are deemed given when received. Either party may change its address by written notice to the other party. 11.10. 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. 11.11 The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

Mare Owner:

Signed: _____

Printed Name: _____

Address: _____

EMAIL: _____ PHONE _____

Mare Registered Name: _____ Number: _____

Please include a copy of front page of mare's registration paper.

Veterinarian/Repro Specialist name, address, phone: _____

_____ Nearest AIR CARGO AIRPORT: _____

Stallion Owner:

Signed: _____

Loren Macey, Redtail Ranch Performance Horses, LLC

Return signed contract and payment to:

Redtail Ranch Performance Horses, LLC.

9605 W Beacon Light Road, Star, Idaho 83669

Please call with any questions (208) 866-8598 Jim, (208) 861-0760 Loren