



8650 Byron Highway, Brentwood, CA 94513
925-625-4535

Dal Porto Ranch Stallion Service Contract

Shipped Cooled Semen

THIS AGREEMENT is made and entered into this day and month written below between DAL PORTO RANCH, BRENTWOOD, CA (“stallion manager”)

And _____ (“mare owner”)

These parties agree as follows:

1. Mare owner agrees to breed the mare (“mare”)

Name of Mare

Registration Number

Year Foaled Sire

Dam

TE COOLEST
To the Stallion

602408 ApHC
Registration Number

Standing at Dal Porto Ranch, Brentwood, CA for the 2017 breeding season and to pay the Stallion Service Fee together with other reimbursable expenses herein. (MasterCard, VISA, & AMX accepted)

2. The Stallion Service Fee shall be \$1250.00 which shall be paid in full prior to shipment of semen.
 - a. **Registration Papers:** Mare Owner shall provide Breeder a copy of Mare’s registration papers (front and back) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner of record on the Stallion Breeding Report.
3. **Shipping Expense:** Prior to the first shipment of semen, the Mare Owner must cover all costs of the semen shipping process for each shipment, including lab and veterinary costs, courier service and ground or air shipping expense. The shipment charge covering the above expenses is \$350.00 for Federal Express. For Mare Owners that are within driving distance to Dal Porto Ranch, we offer a pick-up rate of \$200.00 per pick-up payable prior to release of the semen. All shipped semen requests must be by 10:00 a.m. on day of shipment. Dal Porto Ranch has the right to deny shipping requests for any reason, including, but not limited to an untimely request.

4. **Mare Breeding Condition:** Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.
5. **Cooled Semen Handling:** Mare Owner agrees to comply with all ApHC or other pertaining breed requirements, as applicable, concerning the use and handling of cooled semen. Mare Owner agrees to perform the first insemination within 12 hours of receipt of shipment. Mare owner also agrees to perform the second insemination no more than 48 hours from receipt of shipment.
6. **Mare Owner Responsibility:** The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. If Mare fails to conceive from first shipment, Mare Owner is required to have Mare cultured by veterinarian and infused, if necessary. Results from culture and sensitivity test must be faxed to Dal Porto Ranch. The Breeder, in its sole discretion, may refuse to ship semen beyond three shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.
 - A. Mare Owner shall attempt with reasonable diligence to settle mare; if however, for any reason the mare does not settle, Mare owner will hold stallion owner and manager harmless. The breeding season for shipped semen begins February 1st and closes June 15th, at which time all shipments will be discontinued. If mare does not settle after three breeding shipments, owner has the option of waiting for the next year or bringing the mare to the ranch. Stallion manager must be notified prior to 10:00 a.m. PACIFIC TIME on the date semen is to be shipped. Semen may be ordered on Monday, Wednesday, and Friday for delivery on the following day. We ship Federal Express only.
7. **Live Foal Guarantee:** Stallion manager guarantees one live foal from the breeding contracted herein. Live foal is defined as a foal that stands and nurses without assistance. Should the mare prove not to be in foal in the year bred or lose her foal, or should the foal not stand and nurse without assistance, Mare Owner shall notify Stallion Manager in writing within one week of the foaling date (or the date the Mare is proved not to be in foal or loses her foal); such notice shall be accompanied by a statement from a licensed veterinarian verifying that the foal is not “live” as defined above or has been lost as stated above. Under the foregoing circumstances and upon receipt of the specified notice, it is agreed;
 - a. Stallion Owner shall give to Mare Owner a free season to the Stallion the following year only and to the same Mare originally booked (unless otherwise mutually agreed in writing between Mare Owner and Stallion Owner).
 - b. If Mare Owner fails to deliver the Mare (or substitute Mare if mutually agreed as stated above) for rebreeding the following year, then any and all fees paid shall not be refundable; the right to rebreed is thereby canceled and Stallion Manager is released from any further obligation whatsoever.
8. This contract shall not be transferable by Mare Owner without the prior written consent of Stallion Manager. A Breeder’s Certificate will be issued to the Mare Owner as shown on the Mare Registration

Papers, after all fees and expenses have been paid in full and upon notification to Dal Porto Ranch of the birth of the foal. This agreement constitutes the entire agreement between the parties; any amendment to or modification of the terms of this agreement must be in writing.

9. Should it be necessary for Stallion Manager to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, Mare Owner shall pay all reasonable attorney's fees, costs of suits, and other expenses reasonably related to enforcing this agreement.

The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision.

DISCLAIMER: Breeder makes no representation or warranties, express or implied, regarding the delivery of the cooled semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost, or mishandled deliveries. Semen will be collected only on established breeding days, and no representations or warranties are made or implied that cooled semen will be available at the time requested by Mare Owner. However, Stallion owner will try with all diligence to comply to mare owner request.

Signature of Mare Owner

Date

Printed Name of Mare Owner

Telephone Number

Second Telephone Number

Address of Mare Owner

Steven Dal Porto, Dal Porto Ranch
(Signature of Stallion Manager)

MARE INFORMATION SHEET 20_____

Mares Name: _____

MARE'S CURRENT STATUS: Open _____ In Foal _____

Last Year's Breeding Date: _____

Stallion Bred to: _____

Veterinarian who will be inseminating mare for this breeding season:

Name _____

Veterinarians Phone _____

Veterinarian's Address _____

Mare Owner

Home Telephone

Address

Work Telephone

City, State

Zip Code

Cell Phone

Email

Fax Number

If Paying by Credit Card:

Credit Card #: _____

Expiration Date: _____ Card Billing Zip Code: _____

Name on Card: _____

Authorizing Signature: _____