2015 BREEDING AGREEMENT AND LIABILITY RELEASE CONTRACT FOR TRANSPORTED SEMEN

FOR THE STALLION: POWERFUL LEGACY AQHA registry # 4706990 APHA registry # 787,472
STALLION OWNER: Gold Moon Rising Paints N Quarter Horses ó Debbra & Bill Gloyn ó 1920 Tetro Rd ó Chewelah, WA.

Stallion will be standing at the Breeding Stable of ~ KRUGER RANCH, L.L.C. ~ near Rathdrum, Idaho. Collection will be conducted at Kruger Ranch, L.L.C. by a qualified, licensed Veterinarian.

The Year 2015 BREEDING SERVICE FEE / TERMS

BOOKING FEE - \$\frac{\\$ 100}{\$} [To be paid prior to each request for a semen shipment in 2015 Breeding Season]

BREEDING SERVICE FEE-\$\frac{\} 600}{\$} [To be paid once for 2015 Breeding Season, prior to calling for the 1st semen shipment]

VET COLLECTION FEE - \$\frac{\} 250}{\$} [To be paid directly to Veterinarian for each semen shipment (* Vet fees are subject to change)

SHIPPING COST - \$\frac{\} [Actual cost will be billed directly at time of service]

PLEASE READ CAREFULLY BEFORE SIGNING IT IS HEREBY AGREED TO AS FOLLOWS: THAT

"This contract contains provision for <u>STALLION/MARE INCAPABLE OF BREEDING</u>. Should the Stallion die, be sold or become unfit for breeding purposes; or should the mare die, or become unfit to breed, all <u>advance</u> booking fees (prior to breeding the mare), will be refunded to Mare Owner, thereby canceling this contract."

"This contract provides for Stallion Manager to accept only <u>APPROVED MARES</u>. Mare must be approved by the Stallion Owner. If registered, a copy of the mareøs registration certificate must be attached to this contract. This contract requires <u>ADVANCE PLANNING & PROCEDURES</u> by both the Mare Owner and their Veterinarian.

The Mare Owner/Veterinarian should then contact the Stallion Manager at least forty eight (48) hours prior to needed shipment. A valid Credit Card must be supplied in advance to the Breeding Stable & Veterinarian, prior to calling for the transport of semen. Actual shipping cost will be billed to the credit card or the FedEx account # supplied.

A suggested breeding agenda is provided on the reverse of this contract.ö

"This contract contains <u>RETURN BREEDING PRIVILEGES</u>. Should the mare fail to conceive, abort, miscarry or produce a stillborn foal, the Mare Owner has the privilege to request another inseminate through July 2015 or in the 2016 breeding season.

Actual Veterinarian Collection Fee, Travel, Container and Shipping Costs will be charged for each additional request for transported semen.

An additional one time booking fee for a return breeding season in the year 2015 of \$100 would also be due.

The same ADVANCE PLANNING PROCEDURES stated above, will apply to each request."

"This contract contains a LIVE FOAL GUARANTEE. A live foal is described as a newly born foal which stands and nurses without assistance. If a foal is born dead there are RETURN BREEDING PRIVILEGES IN 2016, if the Stallion Owner is notified within 24 hours of the birth and receives a Veterinarian's statement confirming the death. In the event the mare is disposed of prior to birth of foal, the Live Foal Guarantee will only be valid if a replacement mare is approved by the Stallion owner in advance of breeding.

If the Stallion should die, be sold or become unfit for breeding, the Mare Owner has the option of breeding said mare to another Stallion, as offered by the Stallion Owner, or the Stallion Owner will refund ½ (50%) of the Breeding Fee, as paid.ö

" A <u>BREEDERS CERTIFICATE</u> for the relevant Breed Registry Association will be issued to the Mare Owner after the mare has produced a live foal from this Stallion, and <u>ALL</u> fees, as billed by the Kruger Ranch, L.L.C. and/or the attending Veterinarian, have been paid in full, and all relevant Breed Registry requirements have been met.ö

ALL OWNERS/AGENTS MUST SIGN FOR THEMSELVES, AFTER READING ENTIRE DOCUMENT.

SIGNER STATEMENT OF AWARENESS

"I/WE, THE UNDERSIGNED HAVE READ AND DO UNDERSTAND THE FOREGOING AGREEMENT AND LIABILITY RELEASE. WHEN MARE OWNER AND STALLION MANAGER SIGN THIS CONTRACT, IT WILL THEN BE BINDING ON BOTH PARTIES, SUBJECT TO ABOVE TERMS AND CONDITIONS. I/WE, THE UNDERSIGNED, FURTHER ATTEST THAT ALL STATED FACTS ARE TRUE AND ACCURATE, AND SIGNED MARE OWNER/AGENT HAS CLEAR TITLE TO SIGN FOR THESE SERVICES."

| NAME OF MARE TO BE BRED: | BREED & REG.# | |
|---|-----------------|--|
| MARE OWNER NAME: {Print as shown on mare's registration certificate - attach copy of registra | | |
| MARE OWNER/AGENT SIGNATURE:: | DATE: | |
| ADDRESS: | PHONE: | |
| E-MAIL ADDRESS: | <u>.</u> | |
| STALLION OWNER [] / MANAGER [] | POSITION: DATE: | |

SUGGESTED BREEDING AGENDA FOR ARTIFICIAL INSEMINATION

BOOKING FEE - A Fee of \$ 100 along with this signed contract and a photo copy of the mare's Breed Registration certificate, are required to reserve breeding for the year 2015 breeding season.

Mail to: KRUGER RANCH, L.L.C. 5055 W. ORCHARD AVENUE RATHDRUM, IDAHO 83858

CALL AT ANY TIME: (208) 687-9404 (with 24 hour voice mail)

E-Mail mail@krugerranch.com www.krugerranch.com

□ <u>EQUITAINER@</u> - The <u>Breeding Service Fee and the Booking Fee</u>, must be received by KRUGER RANCH, <u>prior</u> to shipping the 1st cooled semen shipment. If an Equitainer@ is used, it must be insured and returned to the Stable promptly and in good condition or the replacement cost (*approx..* \$300) will be billed.

<u>DISPOSABLE CONTAINER</u> -The <u>Breeding Service Fee and the Booking Fee</u>, must be received by KRUGER RANCH, <u>prior</u> to the 1st semen shipment. The actual cost of a new disposable container (*approx. \$35) and the actual shipping costs will be billed directly to the credit card supplied. The disposable container does not need to be returned.

A current credit card, Visa or MasterCard, must be supplied for billing. No advance container deposits are required.

WHEN TO CALL - The Mare Owner/Veterinarian should examine the mare during her heat cycle to determine when she will ovulate. The Stallion Manager should be contacted early in the mare cycle, so that they may inform you what days they will be collecting the Stallion. As soon as the time of ovulation has been estimated, the Mare Owner or their Veterinarian, should contact the Stallion Manager as to when semen should be shipped; (usually, when a 3 to 4 cm ovulatory follicle is present.) REMEMBER: Advance notice is needed in order to collect, prepare and ship the inseminate. The Stallion Manager/Veterinarian will ship two (2) inseminations, if available, so as to arrive within 24 hours. (Usually via FED-EX@). A same day Counter to Counter shipment via a connecting Airline may also be available, if needed. Once the shipment arrives, the mare should be inseminated immediately. The mare could be inseminated again with the second dose after the initial cover, if necessary.

STALLION COLLECTION, SEMEN EVALUATION, PROCESSING AND PACKAGING OF THE INSEMINATE WILL BE CONDUCTED AT THE KRUGER RANCH, BY A QUALIFIED, LICENSED VETERINARIAN: The servicing Veterinarian will bill the Mare Owner's Credit Card, directly for their Services.

<u>RETURN BREEDING</u> - Should the mare fail to conceive, and another shipment is needed, the same procedures outlined above should be followed. Only the actual Vet collection fee and shipping costs will be billed for each subsequent semen shipment.

Credit Card billings will be charged for actual cost amounts at the time service is provided.

The servicing Veterinarian(s) must have a valid credit card on file or pre-payment for the collection fee.

PLEASE NOTE: FedEx@ does not deliver overnight on Sundays or Mondays, to most locations.

Delivery via an Airline (counter to counter) is available, but an additional airport delivery courier fee of \$75 will be charged. National security issues may not allow for same day counter to counter shipments.

We will accept a *Visa*(a) or *MasterCard*(a) for the Booking Fee, Breeding Service Fee, container & shipping costs.

| □ VISA@ □ MASTERCARD@ # | Exp. Date: |
|--|--------------------------------|
| authorize this Credit Card to be billed by the Kruger Ra | nch, L.L.C. 🗆 <u>Sign Here</u> |
| authorize this Credit Card to be billed by the FedEx for s | hipping 🗆 <u>Sign Here</u> |
| authorize this Credit Card to be billed by the attending V | eterinarian 🗆 <u>Sign Here</u> |
| INSEMINATE TO BE SHIPPED TO: MONTH THAT YOU EXPECT TO BE REQUESTING SEMI | EN: NEAREST MAJOR AIRPORT: |
| NAME:) | <u>.</u> |
| | <u> </u> |
| (PHONE(S):) | FAX: |
| E-Mail Address: | |

PAYMENT SCHEDULE

VET

BOOKING FEE: § 100 Due at time this signed contract is sent to Stallion Owner/Manager.

BREEDING SERVICE FEE: \$ 600 Due at time this signed contract is sent to the Stallion Owner/Manager

COLLECTION FEE: § 250 Credit Card billed at the time of service (*Veterinarian fees may be subject to change)

SHIPPING COSTS: <u>\$</u> Credit Card billed direct at the time of service.

AIRPORT DELIVERY: \$ * 75 (* Optional 6 only if airline delivery is requested - due at time of service)

DISPOSABLE SHIPPING CONTAINER: * Credit Card billed for cost (*\$35) at time of service, only if a new container is sent.



| Jed McKinlay, DVM | Bob Peters, DVM | Misty Parker, DVM | Robert Schneider, DVM |
|------------------------------------|--|----------------------|---|
| CLIENT INFORMAT | <u>'ION</u> . Please Prin | t Date | |
| NameEmployment | | | |
| Contact Phone | PhoneWork Phone | | |
| ocial Security #Driveros License # | | | |
| | Pay | ment Policy: | |
| all treatme | ent and services re ny services by: | ndered by McKinlay 8 | ot responsibility for full payment o Peters Equine Hospital. |
| Cash | ı Check | # Cred | t Card |
| Credit Card In | formation: Vis | a MasterCard_ | Discover Card |
| Credit Card No | umber | | |
| | Expiration Date | eCW | |
| Name on Cred | lit Card | | |
| Statement Bill | ing Address | | |
| City | | State | Z ip |
| Signature | | Owner/Agent Da | ite |

509-928-MPEH <u>www.mckinlaypetersequine.com</u>

6100 N. Harvard Rd. Newman Lake, WA 99025

Shipped Semen Contract Page 3 of 3