

SEMEN DELIVERY AND TRANSPORT CONTRACT

This SEMEN DELIVERY AND TRANSPORT CONTRACT, made and entered by and between
(Name/Mare

Owner) _____

and DG BAR RANCH located at 3018 Grangeville Boulevard, Hanford, California 93230. Phone: (559) 732-7738

It is hereby agreed as follows:

1. Owner hereby confirms a reservation for semen from the Stallion **Gaspard De La Nuit DG**, for the year 20__, so long as the Stallion is alive, fit to breed, and standing at DG BAR RANCH, all according to the terms and conditions hereinafter set forth in this contract.
2. Owner agrees to deliver to DG BAR RANCH, upon execution and delivery of this contract, a veterinary certificate certifying that the Mare selected by the Owner to be bred, is in sound breeding condition and free of infection.
3. As a condition precedent to delivery of the Live Semen, Owner shall have paid to DG BAR RANCH all of the fees, and charges as set forth:
 - A non-refundable stud fee of \$1,000.00 & a Booking Fee of \$200.00 payable upon execution of this Contract.
 - Under this contract, the owner shall pay all shipping fees by credit card or Fed Ex account, as well as the semen collection charge of \$175.00 for each shipment at time of collection. In addition, Owner shall pay any and all permit fees if required for shipments outside of the United States.
4. DG BAR RANCH guarantees to the Owner only for delivery of Live Semen from the stallion in viable condition. Owner shall notify DG BAR RANCH at least 2 weeks prior to the period in which it intends to breed the Mare. NOTE: SEMEN COLLECTIONS ARE ON MONDAYS - WEDNESDAYS - AND FRIDAYS ONLY. DG BAR RANCH fills requests for fresh semen collection and shipment subject to the availability of the Stallion. Purchaser understands that Stallion may be competing away from the Farm and may be otherwise unavailable to fill Purchaser's request on any given day during the Term. It is Purchaser's responsibility to contact the Farm in advance regarding the Stallion's availability and the Farm bears no responsibility for failure to timely fill requests due to the Stallion's unavailability. Competition dates will be posted and available on our website www.dgbarranch.com
5. DG BAR RANCH guarantees to the Owner free return privileges for the same Mare upon the following terms and conditions:
 - The Live Semen delivered according to this Contract is administered to the Mare by a Licensed Veterinarian on the day of delivery.
 - The owner notifies DG BAR RANCH that the mare has been examined by a Licensed Veterinarian and certifies that the Mare is pregnant.
 - The Owner notifies DG BAR RANCH IN WRITING that the Mare has been examined by a Licensed Veterinarian and that the Mare's breeding certificate has been signed, notarized, and returned to DG BAR RANCH.
6. DG BAR RANCH guarantees free return breeding privileges for the same Mare if by examination the Mare is found to be barren. In the event a Licensed Veterinarian determines that, for any reason, the Mare is unable to conceive, the Owner may substitute another Mare for breeding and shall be entitled to the same privileges as that afforded the original Mare, according to all the terms and conditions of this contract.

7. In the event the Mare conceives, but does not produce a LIVE FOAL that stands and sucks, the Owner shall be entitled to a return breeding. This entitlement to a return breeding shall apply only in the event that the Owner has notified DG BAR RANCH, IN WRITING within 48 hours of the foal's death. A certificate from a Licensed Veterinarian certifying to the details of the foal's death, must be delivered to DG BAR RANCH within 10 days of the foal's death.
8. Owner recognizes and agrees that DG BAR RANCH is the owner of the container in which the Live Semen is shipped. Owner agrees to return the said container to DG BAR RANCH, at the Owners expense, within 36 hours of its receipt. There will be a penalty of \$25 for each additional day that the container is not returned. The Container must be returned clean and undamaged. If ballast bags, coolant cans or the Container are missing or damaged, Purchaser will be charged for replacement of damaged parts or, if applicable, for the replacement cost of the Container. The current cost of a new Container is \$300_ plus applicable shipping fees and sales tax. The Purchaser is exclusively responsible for insuring the shipment, for any damage caused during or delays in shipping and for filing claims with the shipper with respect thereto.
9. It is agreed and understood that DG BAR RANCH neither assumes nor bears any responsibility for the condition of the Mare, nor shall it bear any risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, or by any cause whatsoever, and the Owner shall save, defend and hold DG BAR RANCH free and harmless there from.
10. This contract is not transferable or assignable. In the event the Mare is sold or otherwise disposed of prior to the birth of the foal, the LIVE FOAL guarantee shall not be valid.
11. It is acknowledged and agreed that this Contract is entered into and accepted in the State of California, and shall be interrupted and enforced pursuant to the laws of the State of California.

Owner/Purchaser Signature: _____ Date: _____

Seller Signature: _____ Date: _____

Willy Arts

Owner Information:

Owner's Name: _____

Farm Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Phone: (____) _____ Cell: (____) _____

FAX:(____) _____ Email: _____

Mare Information:

Name: _____ D.O.B. __/__/____ Breed & REG. # _____

Sire's Name: _____ Breed & REG. # _____

Dam's Name: _____ Breed & REG. # _____

Dam's Sire Name: _____ Breed & REG.# _____

Mare is Currently: Maiden ____ Barren ____ In Foal to: _____ Foaling date __/__/____

Which Breed registry will the foal be registered:

Choose only one: _____

FEDEX Account #: _____

or Credit Card #: _____ Exp date: _____ Card type: _____

Card Holder Name: _____ Visa, MC, AMEX

Address: _____

City: _____ State: _____ ZIP Code: _____

(Credit Card# is used for shipping fees and collection fees)

**** THIS FORM MUST BE RETURNED TO DG BAR RANCH PRIOR TO DATE SEMEN IS NEEDED
PLEASE ALSO SEND SEMEN SHIPMENT REQUEST FORM WHEN SEMEN IS NEEDED**