

# Hull Lantern Ranch, LLC

PO Box 29 Sterling City, TX 76951

325-315-6711 [breeding@sterlingequine.com](mailto:breeding@sterlingequine.com) [sterlingequine.com](http://sterlingequine.com)

## Shipped Semen Contract

# SEVS JUDGEMENT DAY

Standing at Switzer-Hill Horses in Weatherford, TX

This agreement is made by and between Hull Lantern Ranch, LLC (also referred to as "Stallion Representative")

and \_\_\_\_\_ (hereinafter "Mare Owner") for a breeding to the stallion:

SEVS Judgement Day for the 2023 Breeding Season.

### SCHEDULE OF FEES \_\_\_\_\_

**Stud Fee:** \$1,200

**Booking Fee** \$300 (Goes towards stud fee, not necessary IF paying in full)

**Farm Fee:** \$250 (only one time per season)

Checks preferred. Call Hull Lantern Ranch, LLC at 325-315-6711, if you need to use an alternative form of payment.

All fees must be paid, in full, before any semen will be shipped.

**Shipped Semen:** \$350

PLEASE CALL JEFF SWITZER 620-408-5427 to ORDER and pay for semen shipments which are made M/W/F.

Semen orders must be placed by 8AM Central Time on the day of shipment. Calls only. No emails or text messages.

All fees must be paid, in full, before any semen will be shipped.

### MARE INFORMATION \_\_\_\_\_

Registered Name: \_\_\_\_\_ Registration #: \_\_\_\_\_

Breed \_\_\_\_\_ Date of Birth \_\_\_\_\_ Color \_\_\_\_\_

Sire's Name: \_\_\_\_\_

Dam's Name: \_\_\_\_\_

Mare Owner's Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Cell \_\_\_\_\_ Alternate Phone \_\_\_\_\_ Email \_\_\_\_\_

Name of Attending Vet \_\_\_\_\_ Phone \_\_\_\_\_

Address where semen will be shipped: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_ Attn: \_\_\_\_\_

Phone number where semen will be shipped: \_\_\_\_\_ Month you plan to breed \_\_\_\_\_

**The breeding season will begin March 1<sup>st</sup> and close July 1<sup>st</sup>, unless special arrangements have been made, agreeable to all parties.**

The parties have read the contract and agree to the terms therein:

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Mare Owner's Signature

Date

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Stallion Representative's Signature

Date

**Return this signed contract to Hull Lantern Ranch, LLC, via email to [Breeding@SterlingEquine.com](mailto:Breeding@SterlingEquine.com), along with a copy of Mare's Registration papers and the \$300 booking fee, OR payment in full.**

1. This is a live foal contract. A live foal is described as a newborn foal that stands and nurses without assistance for 72 hours. If the foal will not stand and suck, and death occurs, the mare owner will be entitled to a return breeding the following year. An alternate mare may be substituted upon approval of the stallion owner. This guarantee does not include death from injury to the foal. The mare owner must pay any board, collection, shipping and/or veterinary charges if the mare returns for a re-breed. This guarantee will apply only if the stallion owner is notified within 7 days from the time of death of the foal. Mare owner agrees that stallion owner and/or manager do not make any guarantees as to the quality or conformation of the foal, nor that will the foal be free of any infirmity, conformation defect, disease or inherited trait.
2. This contract is NON-ASSIGNABLE and NON-TRANSFERABLE.
3. In the event the stallion becomes unfit for service, dies or is sold prior to impregnating the mare, frozen semen (if available) will be used to fulfill breeding commitments. There is no return of breeding fees or associated cost.
4. Stallion owner shall not issue breeders certificate to mare owner until after mare owner notifies stallion owner that the mare has produced a live foal. Stallion owner shall not issue breeders certificate to mare owner until all outstanding debts, including vet fees associated with this breeding are paid.
5. If mare owner chooses to use the embryo transfer process, mare owner will pay a stud fee for each embryo produced. Stallion certificates will not be issued until stud fees are paid in full.
6. Stallion owner's responsibility is to ship semen in viable condition and that sperm count, motility, collection, and packaging procedures meet and/or exceed industry standards; but, assumes no responsibility for the loss of semen viability or associated expense due to any delay in shipment, delay in airline schedules, or delay in courier services beyond our control if shipment is lost or delayed. Mare owner assumes all risks of lost time and expense associated with preparation of his/her mare for breeding.
7. Semen requests will be filled in the order in which they are received. Every effort will be made to fill all orders. Hull Lantern Ranch, LLC will not be held liable if the mare is missed due to a shortage of semen.
8. Mare owner agrees that semen may be used for the designated mare only. Mare must be inseminated by a licensed vet or authorized technician the same day of delivery of semen and that proper methods of handling semen and preparing the mare must be used.
9. Stallion owner will use a Hamilton-Thorne equitainer providing one is available at the time of shipment. Equitainers will be available on a first come, first serve basis. The equitainer and all the container contents such as the isothermalizer, specimen cup, x-ray lid, ballast bags and coolant cans must be returned to Hull Lantern Ranch and in good order. Mare owners are encouraged to insure container on return for \$300. If equitainer or components are lost, damaged, or not returned to the stallion owner in usable and good condition, mare owner could be charged up to \$300 to replace container and/or components of container. In the case that an equitainer is not available, a disposable shipping container will be used.
10. Mare owner will pay for the cost of returning the equitainer. Equitainer must arrive back to stallion owner for used within 72 hours, excluding Sundays. During peak months these containers are in high demand, so please return ASAP to help us serve our other customers well. Thanks!

11. The shipped semen fee will be paid to Jeff Switzer, and must be received before shipment can be shipped.
- 12. Shipping days are Monday, Wednesday, and Friday. Semen requests must be called in to Jeff Switzer at 620-408-5427, by 8AM Central Standard Time, on the day of collection/shipment request.**
13. The mare owner may receive shipments for up to three cycles per season. If the mare fails to conceive after the second cycle of the season, the mare must be examined by a vet or technician to determine the problem.
14. If at any time the mare owner wishes to substitute for another mare to fulfill the remainder of this contract or should the mare die or is found not to be in sound breeding condition, the mare owner may do so upon written approval from the stallion owner.
15. If the mare fails to settle for any reason, mare owner will hold stallion owner blameless. Mare owner agrees to give stallion owner ample time to settle the mare. A normal healthy mare should settle within 3 cycles.
16. Mare owner agrees to contact stallion owner by phone three (3) separate times for each cycle:
  - A. When you or your vet detects first day of heat for your mare.
  - B. After your vet checks the mare to let us know when he/she first approximates the date of ovulation and when he/she wants semen shipped.
  - C. The day before semen is to be shipped.While we will give every effort to fill every order including "same day orders", we cannot guarantee a shipment with "same day orders".
17. Additional charges may be incurred for international shipments.

### **Indemnity Clause**

The parties agree the mare owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, and therefore agrees to hold the stallion owner or any person associated or employed by ranch or stallion station harmless for any and all damages associated therewith. Mare owner specifically understands that stallion owner makes no warranties or guarantees, expressed or implied, as to the fertilizing capacity of any semen provided by stallion owner.

This document constitutes the entire agreement between parties. Any amendments to or modifications of the terms of the agreement must be in writing when the mare owner and stallion owner have signed the contract. It will then be binding on both parties, subject to the above terms and conditions. Should it be necessary for stallion owner 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 fees, cost of suits, and expenses related to enforcing this agreement.