



9601 Lazy E Dr. Guthrie, OK 73044 · (405) 282-3437 · www.lazyeranch.com · ranchinfo@laze.com

COOLED/ON FARM CONTRACT 2025

This Contract is entered into this day of 12/10/2024, between the undersigned Mare Owner (the "Mare Owner") and Lazy E Ranch LLC (the "Ranch"), in connection with certain breeding rights for the 2025 breeding season.

1. Breeding Right. The Ranch hereby agrees to reserve one breeding (the "Breeding") to that certain quarter horse **One Fabulous Time**, with AQHA #**5161629** (the "Stallion") and certain mare _____, with AQHA# _____ (the "Mare"), during the 2025 breeding season on the terms set forth herein. Mare Owner (as defined on the signature line below) shall pay the Ranch a stud fee in the amount of **\$1,750.00** ("Stud Fee"), which includes a non-refundable chute fee in the amount of **\$500.00** ("Chute Fee"), for the Breeding. The Chute Fee amount is due upon the Mare Owner's execution of this Contract. If there is an unpaid balance on the Mare Owner's account or this Contract has not been utilized and fulfilled by June 30th, 2025 it will be terminated and no refunds will be issued.

2. Stud Fee; Chute Fee. The Mare Owner hereby agrees to pay the Stud Fee and understands such Stud Fee must be paid in full before the Ranch will ship the COOLED SEMEN of the Stallion (the "Semen") to the Mare Owner. The Mare Owner hereby agrees to pay all expenses incurred in connection with the transportation of such semen. If the Mare is located at the farm owned by the Ranch in Logan County, Oklahoma (the "Farm"), the Mare will not be inseminated until the Mare and Mare Owner's accounts are paid in full. All charges are billed to mare owners on or about the first (1st) of each month. Any charges not paid within ten (10) days following such monthly statement will appear as PAST DUE and accrue an interest rate of eighteen percent (18%) per annum until paid. Any past due account not paid within ninety (90) days of billing will be subject to collection action. The Mare Owner agrees to pay all cost of collections, including, but not limited to, attorney fees and related costs incurred in the collection of the Mare Owners outstanding balance.

3. Registration and other Documents. The Mare Owner must attach a copy of the Mare's registration papers upon execution and return of this Contract and provide all other information requested by the Ranch or its agents. If a mare substitution or change is needed, such substitution and/or change must be approved in writing by the Ranch. Failure to report a mare change or unauthorized use of the Semen in any way (such determination to be made by the Ranch, in its' sole discretion) will result in a fine to the Mare Owner in the amount of One Thousand Dollars (\$1,000.00) and the Mare Owner will be prohibited from utilizing the Stallion's semen indefinitely, at the Ranch's sole discretion.

4. Limited Live Foal Guarantee; Live Foal. This Contract includes a "Limited Live Foal Guarantee", meaning if the use of the Semen does not result in a live foal, the Mare Owner shall be entitled to a rebreed for only the breeding season following the one that is included in this Contract (the "Rebreed"). The term "live foal" shall mean that the foal resulting from the breeding contemplated herein stands alone, nurses, and is viable for twenty-four (24) hours. The Rebreed shall only be valid if the Ranch is notified within one (1) week of the foal's death with a written statement from a licensed veterinarian. The Ranch reserves the right to require the Mare be brought to the Farm to utilize the Rebreed and reserves the right to refuse to ship the Semen. If the Rebreed is not utilized during the subsequent breeding season, as described above, the right to such Rebreed shall terminate upon the last day of such subsequent breeding season and there shall be no refund of any amounts paid hereunder by the Mare Owner.

5. Pregnancy of Mare. The pregnancy status of the Mare must be reported to the Ranch on or before September 1st of the year insemination took place. Failure to report pregnancies to the Ranch on or before September 1st will result in a late fee in the amount of One Hundred Fifty Dollars (\$150.00). There shall only be one (1) Breeders Certificate issued for this Contract. It is the responsibility of the Mare Owner to notify the Ranch of

the live foal in writing and request the Breeders Certificate. The Breeders Certificates shall only be issued AFTER the birth of a foal. Additionally, if the Mare Owner's account with the Ranch is not paid in full, the Breeding Certificate shall not be issued.

6. Genetic Material. Genetic material, including the Semen, of the Stallion is not to be stored or utilized by the Mare Owner in any manner not explicitly allowed hereunder. This includes, but is not limited to cloning, retaining any of the Semen not being used for the purpose of impregnating the named Mare described in this Contract, or freezing flushed embryos without reporting the same to the Ranch in writing, within twenty-four (24) hours of freezing the same. Improper use of the Semen or genetic material of the Stallion will result in the Mare Owner being fined One Thousand Dollars (\$1,000.00) and being prohibited from utilizing the Stallion's semen indefinitely, at the Ranch's sole discretion.

7. Multiple Embryos. If multiple embryos are produced, each embryo produced shall require a new contract (this Contract is for one embryo/foal only) and such multiple embryos shall be reported to the Ranch within twenty-four (24) hours after transfer or vitrification (freezing) of the embryos. If a new contract is needed, full payment is due on said contract within ten (10) days from when the transfer or vitrification occurred. If the embryos are not reported to the Ranch and result in a live foal the Mare Owner will be fined One Thousand Dollars (\$1,000.00) and prohibited from utilizing that Stallion's semen indefinitely, at the Ranch's sole discretion.

8. Stallion Death, Injury or Incapacity. In the event the Stallion is injured, stolen, sick, dies or is otherwise unfit to produce the Semen (in the Ranch's sole discretion), prior to the time the Semen is delivered to the Mare Owner, the Stud Fee will be refunded; however the Chute Fee shall not be refunded.

9. Transfer of Stallion. Should the Stallion be moved from the Ranch and/or the oversight of the Ranch's management during the breeding season, the Ranch shall provide a copy of this Contract to the Stallion owner. Additionally, the Ranch has the right to terminate this Contract upon such occurrence as to the Ranch's obligations hereunder. The Stud Fees shall be refunded to the Mare Owner under these circumstances however, the Chute Fee shall not be refunded.

10. Mare and/or Foal Death and Injury. Any injury or death to the Mare and/or foal will be the sole responsibility of the Mare Owner. The Mare Owner shall be solely responsible to deal with their own insurance company if there is a claim or right to damages relating to any injury or death of the Mare and/or foal. The Ranch and the owner of the Stallion shall be held harmless from any costs, damages, threats of damages, lawsuits or other causes of action and the Mare Owner hereby agrees to indemnify the Ranch and the Stallion owner from any costs, damages, threats of damages, lawsuits or any other causes of action as it relates to the Mare and/or foal of the Mare Owner. The indemnity and hold harmless concepts set forth in this paragraph shall also extend to the Ranch's agents, employees, owners, managers, and members. The Ranch makes no representations or warranties as to the potential of Stallion to achieve or maintain success as a producer of quality offspring.

11. Shipping Fees; Costs. All costs associated with shipping and/or any pick up fees shall be the sole responsibility of the Mare Owner. Once the shipment of the Semen leaves the Ranch, all loss, damages, delays, costs, and any additional fees incurred shall be the sole and exclusive responsibility of the Mare Owner. The Ranch shall not give any refunds for lost or delayed shipments.

12. Canada. All Canadian COOLED semen shipments must be ordered by 5 pm (CST) the day before the shipment is to be made and called in to confirm or cancel the following morning by 9 am (CST). NO CANADA SHIPMENTS WILL BE SENT ON SATURDAYS OR SUNDAYS. All International Health Certificates will cost One Hundred Fifty Dollars (\$150.00) and billed to the Mare Owner.

13. Liability. It is understood that the Ranch, LLC, its owners, members, managers, employees, and guests shall not be liable for any injury, escape, disability, act of God or death of any horse on its premises. The parties hereby specifically agree that this Agreement shall be construed, governed, and interpreted by and in accordance with the internal laws of the State of Oklahoma, with venue to be proper in Logan or Oklahoma Counties in Oklahoma.

14. Merger, Entire Agreement and Severability. This Contract contains the entire agreement of the parties hereto and there are no oral or written promises or representations upon which the Mare Owner is relying except as expressly set forth herein. This Contract may be modified only in writing executed by all parties. Headings used herein are for convenience only and are not part of this Contract. The invalidity or unenforceability of any term of this Contract shall not affect the validity and enforceability of any other term.

15. Binding Agreement. This Contract is a binding agreement between the Ranch, Stallion Owner, and the Mare Owner and is non-transferable unless otherwise agreed to in writing and signed by all parties. Any transferred breedings will incur an additional Chute Fee and completed paperwork by the new assignee.

16. Information. The Mare Owner hereby represents and warrants that all information provided in this Contract is true and accurate. Further, if inadequate or inaccurate information is provided below by the Mare Owner, the Ranch reserves the right to cancel the Contract immediately, at the Ranch's sole discretion and the Ranch shall not be obligated to issue any refunds for any monies paid by the Mare Owner hereunder, nor shall the Ranch be obligated to provide a rebreed as set forth above.

17. Special Provisions.

<u>Carry, Freeze, or Embryo Transfer (ET):</u>
<u>If freezing or ET, facility to be used:</u>
<u>On Farm or Cooled Semen:</u>
<u>Shipping to Canada:</u>
<u>Preferred method of payment (cash, check, credit card, or ACH):</u>

This Contract is executed by the parties here below and to be effective the date first above written.

CONTRACT OWNER

Name: _____

Notice Address: _____

Phone Number: _____

Email Address: _____

Signature: _____ Date: _____

LAZY E RANCH, LLC

Name: Monty McNair - Lazy E Ranch Manager/Agent

Signature: _____ Date: _____

Contract # _____