

Stevie Timm
770-608-5851



Haley Timm
706-266-9471

STALLION BREEDING SERVICE CONTRACT

PLEASE CHECK ONE OF THE FOLLOWING:

SHIPPED COOLED/Frozen SEMEN _____ **ON-SITE BREEDING AI** _____

1. I hereby agree to breed my mare _____, Reg. No. _____ to the stallion **Romeos Seis Dorado** for the season 2023, 2024, 2025 Stallion Service fee is \$ \$500 payable to Rattlesnake Ranch, LLC. Plus the booking fee of \$500 payable to Rattlesnake Ranch, LLC as a non-refundable deposit must accompany this signed contract, when returned to Rattlesnake Ranch, LLC. The non refundable Booking Fee shall reserve breeding services to the Stallion for the stated breeding season. The Stallion Service fee includes the chute fee for 2023, 2024, 2025. The Stallion Service Fee shall be \$500.00 for each service and shall be paid prior to the mare arriving at the facility or the shipment of the semen. **The non refundable booking fee is in addition to the Stallion Fee and is made payable on execution of this document. If this is a donated breeding or discounted breeding, the \$500 booking/chute fee is due on all contracts.**

2. The breeding season will begin in March 15th and continue until June 15th in accordance with the schedule set forth by Rattlesnake Ranch, LLC.

3. If mare is bred on site, I agree to pay all board charges and veterinary expenses that are not included within the Chute Fee before the Mare is released from Rattlesnake Ranch, LLC and Rattlesnake Ranch, LLC may breed and treat this mare however deemed appropriate to complete this agreement. **I understand that the Chute Fee will cover semen collection and artificial insemination for (1) cycles necessary.** I am aware that all other medications and treatments will be at the Mare Owner's expense and Stallion owner is not held liable for any charges incurred while breeding my mare. I understand that Rattlesnake Ranch, LLC will diligently try to settle my mare, or produce a viable embryo for transfer, but if they are not able to Rattlesnake Ranch, LLC shall be held harmless. If necessary to breed a mare more than the allowed (1) cycles Rattlesnake Ranch, LLC and then bill Mare Owner for all services that were previously charged under the original Chute Fee as well as all other treatments and services performed. In the event that this situation does occur the Mare Owner will be notified prior to rendering services.

If mare is not on site and getting shipped semen, it will be at the mare owners expense.

4. Diligent effort will be made to settle each mare. However, if for any reason the mare does not settle, the Mare Owner will not hold the Stallion Owner or his representatives liable. The Mare Owner is entitled to one return breeding the following year. The rebreed is good for the following year only, providing the Stud Fee has been paid in full.

5. The Stallion Owner does not offer a Live Foal Guarantee unless the mare has been pregnancy-checked, and is found to be pregnant by the Stallion Owner or veterinarian at the 45 days mark, 60 days mark & 90 days mark. **IF THE MARE LEAVES BEFORE BEING PREGNANCY CHECKED, THEN ALL UNPAID BOARD, EXPENSES, AND BREEDING FEES COME DUE AND PAYABLE. THE STALLION OWNER MUST RECEIVE CONFIRMATION OF A PREGNANCY CHECK IN WRITING WITHIN 45 (FORTY-FIVE) DAYS OF OVULATION, OR THE LIVE FOAL GUARANTEE IS VOID.**

6. If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the Mare (or a substitute mare mutually agreed upon by the Mare

Owner and the Stallion Owner) during the subsequent breeding season. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this Agreement, without the prior written consent of the Stallion Owner. Any attempted assignment without the prior consent of the Stallion Owner, will, at the option of the Stallion Owner, terminate this Agreement and release the Stallion Owner from all obligations hereunder. "LIVE FOAL" means that the foal resulting from the breeding stand and nurses without assistance and lives for 24 (Twenty-four) hours. This return breeding privilege is conditioned upon the Mare Owner giving the Stallion Owner written notice within 7 (Seven) days after foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born.

7. Embryo Transfer: I understand that if performed and multiple embryos are recovered during harvesting, I will be held accountable for the additional Stud/ Stallion Service Fee, within (60) days of confirming the pregnancy in order to receive a certificate of registration for the additional foals. If a conception from a multiple embryo harvest does not produce a live foal, after the Mare Owner pays for the additional Stud Fee(s), NO REFUNDS GIVEN ON ANY FEES ASSOCIATED WITH THIS CONTRACT.

8. A photostatic copy of the Mare's registration papers must be returned with this contract. All mares arriving at Rattlesnake Ranch, LLC must have a current coggins to accompany the mare or blood will be drawn to obtain a coggins certificate. No Exceptions! Any vaccinations needed for mare and or foal will be given accordingly by Rattlesnake Ranch, LLC and/or Rattlesnake Ranch, LLC upon arrival. I agree that the Breeding Manager may have a veterinarian check my mare for normal breeding conditions and perform such other veterinary services as Breeding Manager deems necessary at Mare Owner's expense. Both mare's and foal's feet will be cared for on an as-needed basis at Mare Owner's expense. The owner recorded on the registration papers will be recorded on the Stallion Breeding Report.

9. Mares that are not halter broke will not be accepted on site. Aged mares that have been barren for (3) years will not be accepted.

10. Waiver of Liability: Mare Owner hereby waives any responsibility of Stallion Owner, Rattlesnake Ranch, LLC, and their respective representatives ("Released Parties") for accidents, sickness, or death to the mare and or foal. Mare Owner hereby agrees that Released Parties shall not be liable for any negligence or error and that Released Parties may exercise their judgment in supervising and caring for mare and foal. Mare Owner hereby agrees to obtain insurance or self-insure the value of the mare and foal, and hereby covenants not to sue Released Parties harmless from any loss related to mare and foal. WARNING: Under Alabama law, an equine activity sponsor or equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risks of equine activities, pursuant to the Equine Activities Liability Protection Act.

11. The Stallion is bred to a full book of mares each year. This book is determined by the number of mares that the Stallion Owner anticipates being able to breed successfully during the breeding season. It is always the goal of the Stallion Owner to get the mare bred as soon as possible after her arrival to the facility. However, there may be times during the season when there are more mares in heat than can be bred on any given day. During these times the Stallion Owner must give priority to some mares over others. There are several factors that influence this decision.

This service is subject to the following conditions:

1. Stud Fee, Booking Fee and Chute Fee (Chute Fee of \$500 is including in 2023, 2024,2025 breeding) are due to Rattlesnake Ranch, LLC must be paid in full before any shipments of cooled/Frozen semen will be sent. **Whether this is a donated breeding or discounted breeding, the \$500 booking/chute fee is due on all contracts.**
2. It is understood that Rattlesnake Ranch, LLC shipping expenses is at Mare owners expense: In the event that Frozen Semen is ever shipped additional charges will apply. If my mare does not settle or conceive a pregnancy via embryo transfer from the Chute Fee included I agree to pay all additional fees, including \$500 chute fee.
3. Every attempt will be taken to deliver semen to mare owner in good condition, but once the semen leaves Rattlesnake Ranch, LLC they can not be held responsible for untimely delivery or condition of the cooled semen. I am also very aware that on-site mares will receive priority, and all shipped semen mares will be serviced on a first order basis if necessary. Therefore there is NO GUARANTEE that semen will be available for any specific date.
4. Shipped semen must be requested by 5:00 P.M. CST the day prior to semen collection and canceled by 8:00 A.M. CST the day of collection. If canceled after 8:00 A.M. CST charges will be incurred.
5. There is a limit of (2) shipments per cycle.
6. If the mare has not conceived after the (2nd) cycle, Mare Owner must send the mare to Rattlesnake Ranch,LLC to breed or take a rebreed for the following year 2024 rebreed applies to that year only.
7. Alabama Law governs this agreement, all of the terms and provisions of which are performable in Cherokee County, Alabama.
8. It is understood that, should the aforementioned stallion die or become unfit for services, all fees are non-refundable.
9. It is understood that if the mare dies before producing a live foal or becomes unfit to breed before pronounced safe in foal. No Stud/ Service service Fee will be refunded.
10. There will be a \$250 fee for changing mares after executed contract.
11. No refunds given on any fees associated with this contract.
12. Color Guarantee - Romeos AQHA coat color panel test results NO RED FACTOR & Homozygous Agouti for black pigment is restricted to the points. **The guarantee provides that should the result of this breeding contract result in a red factor foal-** proper requested documentation must support this finding DNA - Rattlesnake Ranch, LLC will allow a rebreed.
13. 2023, 2024, 2025 foal incentives are future fortunes and diamond classic. Mare owner is responsible for paying the nomination fees.

SIGNATURE OF MARE OWNER

NAME OF MARE OWNER

DATE

ADDRESS

CITY/STATE/ZIP

EMAIL

PHONE NUMBER

accepted by STALLION OWNER

PLEASE print following page and give it to the vet breeding your mare

**Rattlesnake Ranch LLC
Stevie & Haley Timm
286 County Road 28
Centre Al 35960
706-266-9471**

**Shipping days
Monday/Wednesday/Friday,
Overnight shipping**

** Stallion Owner holds the rights to not ship during weeks of major events (Rodeos etc) .

We prefer to ship out semen to mares that have confirmation of a negative culture.

Please request semen by 5pm Central standard time at least 24 hours in advance, please call 706-266-9471 to order semen, orders will be sent out by the mare owner/vet calling the facility so PLEASE let us know 24hr in advance or as early as you know when it needs shipped out.

Please return the shipped semen container to:

**286 County Road 28
Centre Al 35960**

Semen will not be sent out until all breeding fees and shipped semen fees are paid in full, we CANNOT guarantee 2 doses of semen with every shipment so please plan accordingly and breed as close to ovulation as possible.

If you have any further questions, please call or email

**Shipping fee is +/- \$350 and is at Mare owners expense!!!
Must be paid 24hrs before Shipment is needed!**

Please sign this contract and send along with \$350 booking fee and a copy of your mare's papers, also print a copy of this contract for your records.