

STALLION SERVICE CONTRACT

| This certifies | <u> </u> | | | herein referred to as the | e Mare Owner, has engaged one |
|----------------|------------------|---------------------|--------------------------------------|---------------------------|-------------------------------|
| breeding to | GUNNA MARK IT UP | for the <u>2025</u> | breeding season for the following ma | re: | |
| Mare Name | | | Breed: | Reg. No | |
| Year Foaled: | Sire: | | Dam: | : | |
| | | | | | |

Clint Ramsey Performance Horses, agent for the above-named stallion, will herein be referred to as Manager. This service is engaged subject to the following:

- 1. Breeding to Stallion: Mare Owner agrees to breed Mare to GUNNA MARK IT UP ("Stallion"), during the 2025 breeding season on the terms and conditions set forth in this Agreement. Mare Owner agrees to deliver to Manager a photocopy of both sides of the Mare's registration papers on or before the Effective Date and provide a copy of the Equine Genetic disease panel testing results. The breeding season for Stallion shall be from February 15, 2025 to May 31, 2025 with tentative collection on Monday, Wednesday and Friday. This stallion will continue to actively be shown and may not be available during regular collection times each week during breeding season. Please contact the Breeding Manager for collection availability in March, April and May. (Clint Ramsey 918-704-3682).
- 2. Term: This Agreement shall commence on the Effective Date.
- 3. Fees: In exchange for breeding Mare to Stallion, Mare Owner shall pay the fees set forth below (by check, money order, or credit card):
- a. Chute Fee / Collection Fee: Mare Owner shall pay \$400.00 as the non-refundable chute fee to North Star Elite Equine on or before the Effective Date of this Agreement.
- b. Stallion Fee: Mare Owner shall pay the remaining balance of \$850.00 as the stallion fee for breeding Mare to Stallion. If Mare is bred to Stallion at Manager's ranch (the "Ranch"), the stallion fee shall be tendered to North Star Elite Equine prior to Mare's departure from the Ranch; if Mare Owner is to receive transported semen, the stallion fee shall be tendered to **North Star Elite Equine** prior to the first shipment. All Mare care fees will be paid to **Black Top Ranch**.
- C. Proven Producer Mares may be eligible for a discounted stud fee. A Multiple mare discount may be applied for breeders of 3 or more mares to said stallion.
- D. If breeding was purchased through a Stallion Auction, only the Chute Fee/ Collection Fee/ Shipping fees will apply along with Mare care should it be required. All other terms remain the same.
- **4. Additional Fee Schedule:** Mare Owner further agrees to pay the fees set forth in Schedule A. Manager will bill the Mare Owner each month for fees and expenses incurred in breeding or caring for the Mare. The Mare Owner agrees to pay each invoice within 15 days of receipt thereof. All mare care and stallion fees are to be paid in full before the Mare leaves the Black Top Ranch.
 - a. Cooled, Transported Semen Fees: If Mare Owner is to receive transported semen, the following additional fee schedule shall apply:
 - Federal Express Shipment Fee: \$250.00 to \$350.00
 - Airline Shipment Fee: \$400.00
 - Ranch Pick Up Fee: \$150.00
 - b. The chute fee will cover the first stallion collection, semen evaluation and processing. If the Mare Owner requires the Stallion to be collected more than once, a collection fee of \$250.00 will be assessed for each additional collection.
- 5. Cooled, Transported Semen: The following provisions shall apply if Mare Owner is to receive transported semen from Manager:
 - a. Reservations: Mares bred to Stallion at the Ranch have breeding priority over transported semen on any given breeding day. Manager makes no guarantee that semen will be available on any given day. The Mare Owner is responsible for contacting the Manager to determine Stallion's days of collection. Mare Owner is further responsible for requesting shipment of the semen before 5:00 p.m. CST on the business day preceding Stallion's requested collection day. The Mare Owner shall provide the Manager with the address for shipment at the time of reservation. Manager must receive notice of cancellation of a shipment request by 8:00 A.M. CST on the requested day of shipment. If Mare Owner fails to cancel a requested shipment by that time, Manager may, in its sole discretion, charge Mare Owner a \$100.00 cancellation fee.
 - **b. Embryo Transfers**: If more than 1 embryo is produced from Mare's breeding to Stallion and multiple embryos are transferred, Mare Owner shall notify the Manager the same within 48 hours of the transfer of embryos. If embryo transfers result in multiple

pregnancies, the Mare Owner shall pay the sum of the above Stallion fee to the Manager for each additional pregnancy prior to issuance of any breeder's certificates.

- c. Breeding: Mare Owner is responsible for breeding Mare by artificial insemination and agrees to comply with all applicable rules and regulations concerning the use and handling of semen and agrees that a licensed veterinarian will perform the insemination of Mare. Manager makes no warranty or guarantee, express or implied, with respect to the semen, including but not limited to the warranty of fitness for a particular purpose. Manager makes no guarantee of delivery within a certain time period and makes no guarantee that the semen will safely reach the insemination point without losing integrity, quality, or characteristics.

 Once artificial insemination has been completed Mare owner agrees to have licensed veterinarian confirm the pregnancy at 14 days and again at 45 days to confirm pregnancy to cover the Limited Live Foal Guarantee.
- 6. Limited Live Foal Guarantee: Manager hereby provides Mare Owner with a limited guarantee that a single live foal will result from the breeding of Mare to Stallion. "Live Foal" is defined as a newborn foal that stands alone and nurses within 24 hours of birth. If a Live Foal does not result from the breeding, Mare Owner will be entitled to rebreed Mare to Stallion in the immediately subsequent breeding season upon compliance with the terms and conditions set forth herein. The Guarantee is void unless (a) Mare is pregnancy-checked and found to be in foal prior to foaling; and (b) Mare Owner notifies Manager within 7 days of foaling that Mare did not produce a live foal and provides a statement from a licensed veterinarian to that effect. Unless otherwise agreed in writing, this Guarantee shall also be void if Mare Owner sells Mare to a third-party prior to foaling. If the Mare miscarries, proves barren after being pregnancy-checked, or fails to conceive during the normal breeding season, Mare Owner may rebreed Mare to Stallion in the immediately subsequent breeding season, so long as Mare Owner provides Manager with a statement from a licensed veterinarian to that effect. Any re-breeding of Mare to Stallion will be subject to the payment of a \$450.00 chute fee and respective shipping fees (\$250.00-\$350.00 Fedex, \$400.00 Airline or \$150.00 Ranch pick up). If the Mare Owner fails to exercise the right to rebreed Mare in the immediately subsequent breeding season. The Mare Owner's right to rebreed will be canceled.
- 7. Mare Substitutions: If the Mare dies or becomes unfit to breed after the execution of this Agreement, Mare Owner may transfer the breeding to a substitute mare owned by Mare Owner. (Substitution Mare Fee \$250.00)
- **8. Representations and Warranties:** Mare Owner makes the following representations and warranties to Manager, and warrants that same are true as of the Effective Date:
 - a. Ownership: Mare Owner represents that he/she/it owns the Mare or has the right to possession of the mare.
 - b. Vaccinations: Mare Owner warrants that the Mare is free of all communicable diseases upon arrival at the Ranch. On or prior to arrival, Mare Owner shall provide a record of the Mare's current vaccinations and a negative Coggins test performed within 6 months prior to arrival. If mare arrives without any of the required records, Manager may decline acceptance of Mare or provide the vaccinations and tests to Mare at Mare Owner's expense.
- **9. Death of Stallion:** Should Stallion die or become unfit for breeding for any reason, this Agreement shall be terminated, void and of no legal effect, and the Parties shall be relieved of any further obligation hereunder. Upon termination of this Agreement, except for those fees indicated as being non-refundable, all fees tendered by Mare Owner shall be refunded.
- **10. Five Panel Testing:** GUNNA MARK IT UP is APHA genetic 5 PANEL testing is N/N (GBED, PSSM, MH, HYPP, HRD) he is also IMM N/N.
- 11. Breeders Certificate: A breeder's certificate will be issued to the Mare Owner only after all expenses have been paid in full and upon notification of birth of foal.
- 12. Waiver of Liability: It is understood that the breeding farm, its owners, employees, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above named Mare Owner, whose horse(s) is (are) under the care of Manager, will not be liable or responsible for any damage, injury or death to the breeding farm stallions, employees, veterinarians, or other animals in the care of Manager, whether or not caused by his/her horse. WARNING Under Oklahoma law (Chapter 87, Civil Practice and Remedies Code) An equine professional is not liable for any injury or death of a participant in equine activities resulting from the inherent risks of equine activities.
- 13. This contract shall be governed by the laws of the State of Oklahoma and venue in Rogers County, Oklahoma. All accounts are due and payable in Rogers County, Oklahoma, in U.S. dollars.
- **14**. This contract is not valid unless completed in full. When the Mare Owner signs and returns the contract and booking fee to Manager, Manager will notify the Mare Owner within 10 days of approval. Upon notification, it will become a binding contract on both parties, subject to the above terms and conditions.

Fee Schedule:

- Breeding Fee \$1,250.00 (Includes chute fee)
- Additional Semen Shipment \$250.00
- Rebreed \$450.00
- Substitution Fee \$250.00
- Shipping FedEx \$250.00- \$350.00 (Saturday delivery may vary in cost.)

- Airline \$400.00
- Ranch Pick Up \$150.00
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| Check List: | | | | | | |
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| Copy of Signed Contract with payment | Equistat Records for Proven Mares | | | | | |
| Copy of Mares Papers front & back | Copy of Vaccination Records & Negative Coggins | | | | | |
| Copy of Equine Disease Panel Testing Results | (If staying at Black Top Ranch | | | | | |
| OWNER INFORMATION | | | | | | |
| Date: | | | | | | |
| Mare Owner/Signature: | | | | | | |
| | | | | | | |
| Address | | | | | | |
| (City/State/Zip) | | | | | | |
| Email: | | | | | | |
| | Work Phone: | | | | | |
| Credit Card Number: | | | | | | |
| CC CODE:ZIP: | | | | | | |
| SHIP TO: | | | | | | |
| Address | | | | | | |
| (City/State/Zip) | | | | | | |
| Clint Ramsey Performance Horses Signature: Important Contacts: | | | | | | |
| Stallion Agent: Contact: Clint Ramsey Ph: (918) 704-3682 Email: 23Ramsey@gmail.com Clint Ramsey Performance Horses 13902 N 147th E Ave Collinsville, OK 74021 | AT III | | | | | |
| Stallion Owner: North Star Elite Equine, LLC Elizabeth Lanier 1215 Arbor Dr Bartlesville, OK 74006 | | | | | | |
| Stallion Station Manager: Contact: Kevin George (918) 851- 1169 Black Top Ranch 13721 E 169th St. S. (Gate on US-64) Bixby, OK 74008 | | | | | | |



(Equine Reproduction Vet on site. Dr. Kimberly Carr, DVM)