

Please Return ALL Pages Of Contract Completely Filled Out

Diamond Tari

Frozen Semen Stallion Service Contract

Secret Hills Ranch

Peter & Missy Benker - Owner's

MissyBenker@icloud.com / PeterBenker@icloud.com www.SecretHillsRanch.com

Breeding Manager - Missy Benker 619-820-2994 Call or Text

Does not guarantee your breeding space will be reserved for the year of booking until this contract is returned completed and signed with Booking Fee.

This certifies _____ (owner of mare) herein referred to as Mare Owner, has engaged one service to Diamond Tari – barn/nickname 'Tari' (stallion) for the Mare _____, (mare name) Registry and Number _____ Of Mare: _____ for the **20**____ (Year) season at \$ _____ which includes the Booking Fee, 1 Dose of Frozen Semen, Charging the Vapor Shipper & FedEx Shipping. Subsequent Shipments will incur: \$550.00 charge for 1 dose of Frozen Semen & FedEx 2-3 day Shipping.

Missy (Melissa) and Peter Benker – Secret Hills Ranch (SHR), will herein be referred to as "Breeder" _____ will be referred to as the Mare Owner. This stallion service is engaged subject to the following:

1. All fees must be paid in advance prior to any semen being shipped. The Breeder **REQUIRES** notice a minimum of ONE WEEK before a shipment of frozen semen is needed. Late Shipment Notice will be subject to a \$100.00 fee if we are able to accommodate your request. While we do our best to accommodate all requests for semen, the Breeder cannot guarantee that all semen requests can be fulfilled when requested. It is understood and agreed that Secret Hills Ranch, the stallion owners nor collection agency/vet is responsible for the untimely arrival or quality/condition of the frozen transported semen as we have no control over the shipment after it leaves our hands. The booking fee, stud fee, collection fees, mare care fees, or any other fees associated with this breeding are non-refundable once received. 18% interest will be charged on all accounts in excess of thirty days. This contract is governed by the laws of the State of California, County of San Diego.

2. Live Foal Guarantee/Rebreed Privileges shall apply **ONLY TO THE NEXT NORMAL BREEDING SEASON** the Contract will become Null and Void after three breeding seasons! If the Mare miscarries or aborts during this breeding season the Mare Owner has the option to request additional semen for the Mare the Next Breeding Season. To obtain a Re-Breed breeding the following season via the Live Foal mare Guarantee/Rebreed, Mare Owner must pay a \$200 Rebreed Fee + Frozen Semen Fee. The Mare Owner may substitute for another

Stallion owned by Secret Hills Ranch. A Live foal is a newborn foal that stands and nurses without assistance. If at any time during the foaling year the foal is born dead or Mare proves not to be in foal, the Live Foal Guarantee/Rebreed shall apply only if The Breeder is provided with a licensed veterinarian's statement confirming such conditions. The Secret Hills Ranch Live Foal Guarantee will follow the mare, permitting any subsequent owner of the Mare if sold "in-foal" to invoke this guarantee pursuant to all terms and conditions of this paragraph upon payment to Secret Hills Ranch of the \$200 Live Foal Guarantee/Rebreed fee.

3. The breeding season in force for this contract begins _____ & closes _____.

If different dates are needed we will do our best for international customers and/or special circumstances i.e. Customers in cold climates wanting to breed later in the year. We cannot guarantee that we will be able to accommodate those needing to breed outside of our breeding season, but will do our best to accommodate anyone needing to breed at any time of the year.

4. All Veterinarians should be well educated in the use and management of Frozen Semen and qualified to breed mares with Frozen Semen. If the Veterinarian is not successful after three breeding attempts the Stallion owner reserves the right to substitute another Stallion owned by Secret Hills Ranch to preserve the semen in storage. **It is recommended to breed with ONE dose of Frozen Semen within 4 hours post ovulation for best success.**

5. It is understood and agreed that any shipped semen is to be used solely for the mare described in this contract. If any semen is used on another mare without prior consent mare owner will be subject to a fine of \$1300.00 due and payable immediately.

6. If an embryo transfer is performed and multiple embryos are retrieved, the following terms must be met to receive a breeder's certificate on each additional foal. \$1300.00 will be owed for each additional embryo. The Stud Fee for each additional embryo will be due when the recipient mare(s) is/are forty five (45) days in foal.

7. It is understood and agreed that the stallion owners, their family, heirs, ranch managers, affiliated veterinarians and anyone else directly or indirectly involved in this breeding are not responsible for any death, injury, illness or any other misfortune that may occur from this breeding to either the mare owner, the mare or the resulting foal. This includes but is not limited to artificial insemination, rectal exams, pregnancy of the mare, foaling of the mare and anything else to do with the breeding of the above named stallion and mare.

8. It is understood that ALL Frozen Semen Shipments are shipped in a Vapor Shipper. It is the Mare Owners Responsibility to return the Vapor Shipper within 3 business days. If the Vapor Shipper is not returned within 3 business days there will be a \$75 per day fine until it is returned. The Mare Owner is fully responsible for the Vapor Shipping Container & all contents of the Vapor Shipping Container. All contents of the Vapor Shipping Container MUST be returned. We recommend Taping the lid of the Vapor Shipper and Zip Tying the latch, then taping over the latch of the Shipper to ensure that it arrives safely back to us. If the Vapor Shipping Container is Lost or Damaged the Mare Owner will owe \$1200.00 for the replacement. We highly recommend purchasing Insurance for the Vapor Shipper. **Initial** _____

9. ALL fees are **NON REFUNDABLE** for ANY reason. **Initials** _____

10. Please Return Vapor Shippers To:

Secret Hills Ranch

2272 Via Tesoro

Alpine, CA 91901

619-820-2994

11. We require all Contracts to have a valid Credit Card on file for any outstanding charges. The Mare Owner understands and agrees that this credit card may be charged in the event of missing parts, damage or loss to one of our Vapor Shippers, fine of **\$75/day** for the Shipper being returned more than 3 business days after your shipment, damage or failure to return our Vapor Shipper or any other outstanding balances for this breeding. Credit Cards are subject to a 4% convenience fee. **Initials** _____

12. This Stallion carries one copy of Frame Overo. ALL mares MUST be negative for Frame Overo to be bred to this stallion. Initials _____

By Signing below I agree to all terms & conditions of this contract & agree to pay all fees incurred by the above named mare. Any & all fees paid are Non-Refundable For ANY Reason.

Mare Owner x: _____
Printed Name: _____ Date: _____
Address: _____
City: _____ State: _____ Zip: _____
Cell Phone Number: (_____) _____ E-Mail: _____

Stallion Owner x: _____ - Missy (Melissa) Benker

Stallion Owner x: _____ - Peter Benker

Secret Hills Ranch - Owner's: Peter & Missy Benker

2272 Via Tesoro. Alpine, CA 91901 - - - 619-820-2994 - Missy - 619-820-2906 - Peter

**PLEASE RETURN THIS CONTRACT COMPLETELY FILLED OUT WITH ALL
PAGES IN .PDF FORM TO MISSYBENKER@ICLOUD.COM OR MAIL**

Secret Hills Ranch

2272 Via Tesoro

Alpine, CA 91901

Please No Certified Mail. Thank you!

ALL SEMEN SHIPMENT REQUESTS CONTACT:

Missy Benker 619-820-2994 Call or Text

YOU MUST CALL OR TEXT TO CONFIRM YOUR SHIPMENT 1 WEEK BEFORE SHIPMENT!

Mare Breeding Information:

Address Semen Will Be Shipped To:

Office Name: _____ Phone: _____ Vet or
AI Techs Name: _____
Street: _____
City: _____ State: _____ Zip: _____
Additional Phone: _____ E-Mail: _____
Nearest Major Airport: _____

This address will be used for all semen shipments unless otherwise noted in writing via e-mail or mail 24 hours prior to shipment. We are not responsible for wrong addresses or addresses not pre verified by FedEx for overnight delivery. Some addresses FedEx cannot deliver overnight to and some addresses only have afternoon overnight delivery. Please check with FedEx to ensure your address will be able to have a suitable delivery window for you. Payment in full for collection and shipping are required prior to any semen being shipped. Payment via credit card is subject to a 4% processing fee. Payment may also be made by check in advance. The check must clear before any shipments are made.

CREDIT CARD AUTHORIZATION (REQUIRED):

Credit Card Number

Type of Credit Card

Name On Card

Exp. Date: ____/____/____ Security Code: _____ Billing Zip Code: _____

Please Choose and Initial One:

_____ I hereby authorize Secret Hills Ranch or its Authorized Agent to charge this credit card for all charges I incur pursuant to this Contract. I understand all CC Charges will incur a 4% Fee

_____ I am paying the breeding fee by check and authorize Secret Hills Ranch or its Authorized Agent to charge this credit card for any and all other fees incurred. I understand all CC Charges will incur a 4% Fee

Signature of Cardholder:
