



SHR QTs DiamondCutter 2023 Breeding Contract

Secret Hills Ranch

Peter & Missy Benker - Owner's

Missy@SecretHillsRanch.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/Chute Fee.

This Contract Is Valid Only

For The 2023 Breeding Season - 1/30/2023 Through 7/28/2023

This certifies _____ (Mare Owner/Agent)
herein referred to as Mare Owner, has engaged one breeding service to
SHR QTs DiamondCutter – barn/nickname 'Cutter' APHA #1050163 (stallion)

for the Mare _____, (mare name)

Registry and Number Of Mare: _____

for the **2023** (Year) season at \$ _____ which includes the Chute Fee & First FedEx
Collection, Subsequent Collections are \$350.00 FedEx, \$375.00 FedEx Saturday Delivery, or
\$450.00 for Counter to Counter. Collection Fees Subject to change depending
on FedEx Shipping Prices.

Anticipated Month of Breeding: _____

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 **THE DAY BEFORE** a collection of semen is needed no later than 3:30pm PST by **CALLING OR TEXTING** Missy Benker at 619-820-2994, late Collection Notice will be subject to a \$100.00 fee IF a Late Notice Collection can be accommodated. While we do our best to accommodate all requests for semen, the Breeder cannot guarantee that all semen requests

can be fulfilled when requested. The Breeder also cannot guarantee that every shipment will get more than one dose of semen. 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 cooled transported semen as we have no control over the shipment after it leaves our hands.

Although we strive to send our customers 2 doses of semen we are at the mercy of what the stallion gives us each collection and demand of other mares needing to be bred, therefore we cannot guarantee more than 1 dose of semen per shipment. The Collection fee is the same price regardless of the amount of semen shipped. The booking fee, chute 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 two 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 Guarantee/Rebreed, Mare Owner must pay a \$100.00 Rebreed Fee plus FedEx Shipment(s) of Semen. 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 \$100.00 Rebreed fee.

3. The breeding season in force for this contract is stated at the top of this Contract. 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. It is further agreed that should the above named stallion die, or become unfit for service, during the breeding season then the Mare Owner may breed the above named mare to another stallion at Secret Hills Ranch (IF another Stallion is available) that is agreed to by both the Mare Owner and Breeder. Subject to Stallion Owner - Breeder approval and availability of frozen semen, Mare Owner may also choose to use stored frozen semen from the stallion. If no Frozen Semen is available or another stallion at Secret Hills Ranch the Stud Fee less the Chute Fee will be refunded to the Mare Owner.

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 \$1000.00 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. A Fee of \$600.00 will be owed for each additional embryo. The 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 Cooled Semen Shipments are shipped in an Equitainer or Cardboard Shipper. It is the Mare Owners Responsibility to return the Equitainer/Shipper within 5 business days. If the Equitainer/Shipper is not returned within 5 business days there will be a \$25 per day fine until it is returned. The Mare Owner is fully responsible for the Equitainer/ Shipping Container & all contents of the Equitainer/Shipping Container. All contents of the Equitainer/Shipping Container MUST be returned minus the centrifuge tubes that contain the semen. If a Cup Style Equitainer is being used the Cup Containing the semen and the black ballast bags MUST be returned as well. These parts are very expensive to replace. We recommend Taping the lid of the Equitainer and Zip Tiegng, then taping over the latch of the Equitainer to ensure that it arrives safely back to us. If the Shipping Container is lost or Damaged the Mare Owner will owe \$350.00 to Secret Hills Ranch for the replacement of their Equitainer or \$35.00 for a Styrofoam Shipper.

RETURN SEMEN SHIPPERS TO:

Secret Hills Ranch
2715 South Grade Rd. Alpine, CA 91901
619-820-2994 **Initial** _____

9. ALL fees are **NON REFUNDABLE** for ANY reason. You May Only Get **ONE DOSE** Of Semen Per Collection! ALL Collections Are First Come, First Served! **Initials** _____

10. Stallions are collected Monday, Wednesday and Friday ONLY - NO exceptions. We require notice by phone or text to Missy Benker at 619-820-2994 the day before your collection is needed no later than 3:30pm Pacific Standard Time. You CAN cancel your collection the morning of the Collection by 7:00am PST for FedEx, 5:00am PST for Airline if your mare is not ready. ALL fees must be paid in full prior to any collection. PLEASE NOTE: ALL Collections are FIRST COME, FIRST SERVED!!!!!! Please reserve your semen shipment early so that we can accommodate you!

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 equitainers, fine of \$25/day for the equitainer being returned more than 5 business days after your collection, damage or failure to return our cardboard shippers for in town breedings or any other outstanding balances for this breeding. Credit Cards are subject to a 4% convenience fee. **Initials** _____

12. Mare Owner Understands that this Stallion is still Showing and if the Stallion is unavailable at a Horse Show the Mare Owner may have to use Frozen Semen to breed their mare or short cycle their mare to be bred upon the Stallion's return to the Breeding Farm. The Breeder will make every effort to have Cooled Semen available, but if the Stallion is Unavailable, Frozen Semen may be utilized to breed the mare. The Breeder makes no Guarantees of Availability of Cooled Semen. The Breeder will do their best to

inform Mare Owners when the Stallion will be unavailable. **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.

Date: _____ **Mare Owner x:** _____

Printed Name: _____

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
2715 South Grade Rd. Alpine, CA 91901
619-820-2994 - Missy - 619-820-2906 - Peter

CREDIT CARD AUTHORIZATION (A Credit Card is REQUIRED to be on file):

Credit Card Number _____ Type of Credit Card _____

Name On Card

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

Please Initial:

_____ I hereby authorize Secret Hills Ranch 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 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:



SEMEN SHIPMENT REQUEST INFORMATION FORM

MARE INFORMATION (as it appears on registration papers)			
Registered Name:	Date of Birth:		
Breed Registry:	Registration #:		
Will This Mare (please circle): Carry A Foal or Have An Embryo Transfer			
OWNER INFORMATION (as it appears on registration papers)			
Name:			Primary Contact? Yes / No
Address:			
City:	State:	Zip:	
Cell Phone #:	Email Address:		
AGENT INFORMATION			Same as Owner? Yes / No
Name:			Primary Contact? Yes / No
Address:			
City:	State:	Zip:	
Cell Phone #:	Email Address:		
VET OR BREEDING FACILITY INFORMATION			
Name:		Phone #:	
SHIPPING INFORMATION			
Name of Person Receiving Shipment:			
Address:			
City:	State:	Zip:	
Phone #:	Email Address:		
Will FedEx Deliver to This Address on Saturdays: Yes / No <i>If NO please put Sat Address</i>			
SATURDAY Address:			
City:	State:	Zip:	
SAME DAY SHIPMENT - What Airport for Counter to Counter Shipment:			