

2019 Breeding Contract - U.S. Only

THE PITTMAN RANCH

1693 HIGHWAY 277, CHIPLEY, FLORIDA 32428

(850) 774 4477 JAN PITTMAN FAX (850) 638-9887

VS CODE BLUE

_____ RETURNING CUSTOMER will receive additional discount

This agreement, made on the date last shown below, by and between Jan Pittman d/b/a The Pittman Ranch (The Pittman Ranch) and the undersigned Owner or Lessee of the mare (the "Mare") named below for the 2019 breeding season.

1. ENGAGEMENT OF SERVICE. Mare Owner hereby engages one service by shipped cooled semen to VS CODE BLUE (the "Stallion") for the following Mare for 2019

Mare's Name: _____

Registration No.: _____ Breed: _____

2. BREEDING AND BOOKING FEES. The 2019 stud fee shall be \$1,850 U.S.

This includes a nonrefundable booking fee of \$500 payable with this Agreement, which reserves in the Stallion's book for 2019 breeding for the Mare. Mare Owner agrees to pay the balance and any other fees due **before** any shipment of semen. DOMESTIC SHIPMENTS WILL BE 355.00 PER SHIPMENT WHICH WILL INCLUDE COLLECTION FEE, DISPOSABLE CONTAINER & FED EX SHIPPING. Semen will be shipped by FedEx Overnight Service using Disposable Shipping containers. Shipment & Collection days are Monday, Wednesday & Friday. **Each shipment will contain enough semen to inseminate one mare. One dose will be shipped. Extra doses may be sent but are not guaranteed.** The Pittman Ranch is not responsible for shipments once semen leaves our custody. Semen is available on a first come, first served basis. If stud fee is donated/gifted, a \$100.00 office fee will apply. Shipping and collection fees are not included. On site pick up is \$150.00.

Same day shipments are available via Northwest Florida Beaches International Airport (ECP). The Pittman Ranch cannot guarantee flight availability. **ADDITIONAL FEES SHALL APPLY FOR AIRPORT COUNTER TO COUNTER SERVICES AND SHIPMENTS OUTSIDE THE CONTINENTAL U.S.**

3. CONDITION AND OWNERSHIP: MARE OWNER warrants that the Mare is in sound breeding condition and free from disease and infection.

If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments.

If the MARE is leased, a copy of the lease agreement by the applicable breed registration must be attached to this contract.

Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled semen. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of The Pittman Ranch under this Agreement and result in forfeiture

of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. If multiple shipments of semen are requested, Pittman Ranch in its sole discretion may refuse to ship semen if The Pittman Ranch believes the insemination is not proper or the Mare is not healthy.

4. LIVE FOAL GUARANTEE. The MARE OWNER is guaranteed one "live foal," meaning a foal which stands, nurses, and lives for 24 hours. If the Mare proves barren, aborts her foal, or the foal is stillborn, a re-breed will be provided for the subsequent year ONLY, upon the payment of a rebreed fee of \$ 350.00 (plus shipping and collection.) Contact The Pittman Ranch for rebreed or replacement mare approval.

5. MULTIPLE FOALS. The payments provided in paragraph 2 are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee within 60 days of confirmed foal for each additional embryo or resulting foal. No breeding certificate for any foal shall issue without the additional payment.

6. SUBSTITUTION. If the Stallion dies, or becomes unfit for service prior to settling the Mare, then this Agreement shall terminate, and the Breeding Fee (not including the Booking Fee and any other expenses incurred by The Pittman Ranch to date) shall be refunded to the MARE OWNER if no frozen semen is available. Additional charges may apply for shipment of frozen semen. If the Mare dies before being settled, another mare may be substituted. Contact the STALLION OWNER for substitution requests.

7. BREEDER'S CERTIFICATE. Upon notification of birth of a live foal, and the performance of all other obligations of MARE OWNER under this Agreement, STALLION OWNER shall release AQHA certificate on-line. All other certificates will be submitted according to the breed registry. MARE owner shall contact STALLION OWNER no later than August 1 of the foaling year of a live foal. ANY LATE FEES FOR FAILURE TO NOTIFY STALLION OWNER OF LIVE FOAL OR ADDITIONAL BREED REGISTRATION WILL BE THE RESPONSIBILITY OF THE MARE OWNER.

8. WARRANTIES. NO WARRANTIES, EXPRESS OR IMPLIED, SHALL ACCOMPANY THE BREEDING RIGHT CREATED BY THIS AGREEMENT NOR THE SEMEN DELIVERED UNDER THE AGREEMENT.

9. AGREEMENT. This Agreement: a) may neither be assigned nor transferred in any manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Florida; f) all actions concerning this Agreement shall be instituted in the Circuit Court or County Court of Washington County, Florida, or in the United States District Court for the Northern District of Florida, Panama City Division, and Mare Owner irrevocably and unconditionally submits to the personal jurisdiction of said courts; and g) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance of any provision of this Agreement shall not affect

STALLION OWNER's right to later require performance Nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

10. BINDING EFFECT. This Agreement shall become binding when: a) MARE OWNER has paid the Booking Fee and sent to STALLION OWNER a signed copy of this Agreement together with a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare) ; and b) STALLION OWNER accepts and so notifies MARE OWNER.

SIGNATURE OF MARE OWNER ("MARE OWNER")

PRINTED NAME OF "MARE OWNER" OR AGENT

ACCEPTED THIS _____ DAY OF _____ 2019

THE PITTMAN RANCH ("STALLION OWNER")

VS CODE BLUE

CLIENT INFORMATION SHEET

OWNER'S NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PROVIDENCE: _____

PHONE: (_____) _____ EMAIL: _____

AGENT: _____ PHONE:(_____) _____

MARE'S NAME: _____

AQHA REGISTRATION NO: _____

APHA REGISTRATION NO: _____

OTHER: _____ REGISTRATION NO: _____

SEMEN SHIPMENT INFORMATION: (SOME LOCATIONS DO NOT ACCEPT SAT. DELIVERY)

SHIP TO: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

NEAREST AIRPORT: _____ CITY: _____

STATE: _____

CELL # TO TEXT TRACKING NO: _____

CREDIT CARD INFORMATION

WE ACCEPT VISA, MC, AND AMERICAN EXPRESS

C. C. INFORMATION MUST BE ON FILE. ALL FUNDS ARE IN U.S.FUNDS. A 4% CC CONVENIENCE FEE IS APPLIED TO ALL CHARGES

VISA _____ MC _____ AX _____ NAME ON CARD: _____

CREDIT CARD NO: _____ EXP: _____

SECURITY CODE: _____ ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PROVIDENCE: _____

COLLECTION DAYS ARE MONDAY, WEDNESDAY, AND FRIDAY. SEMEN ORDERS MUST BE PLACED BY 9:00 AM (CST) THE DAY

OF COLLECTION. COUNTER TO COUNTER REQUIRES 24 HOURS NOTICE DUE TO AIRPORT LIMITATIONS.

DO NOT MESSAGE US VIA FACEBOOK. YOU CAN: MAIL THIS CONTRACT TO: THE PITTMAN RANCH, 1693 HWY 277

CHIPLEY, FL 32428; FAX TO: 850 638-9887; OR EMAIL TO: INFO@VSCODEBLUE.COM.

SHIPPING SEMEN MADE EASY

WE ARE EXCITED ABOUT THE 2019 BREEDING SEASON! 2018 WAS AN AMAZING YEAR AND 2019 IS EXPECTED TO BE EVEN MORE EXCITING! THE STAFF AT THE PITTMAN RANCH IS COMMITTED TO MAKING YOUR BREEDING EXPERIENCE A POSITIVE ONE! A BIG THANK YOU TO ALL OUR RETURNING MARE OWNERS.

MONDAYS, WEDNESDAYS & FRIDAYS ARE COLLECTION & SHIPMENT DAYS. THESE DAYS ARE ESPECIALLY BUSY. WE ARE COLLECTING, TAKING ORDERS, SHIPPING, RUSHING TO THE AIRPORT, TALKING TO MARE OWNERS, VERIFYING INFORMATION ETC. IT TAKES A GREAT TEAM TO MAKE IT HAPPEN, AND WE ARE BLESSED TO HAVE JUST THAT.

WAYS TO ORDER SEMEN:

TO REQUEST BY TEXT MESSAGE OR FAX

TEXT: (850) 774-4477 OR FAX: (850) 638-9887

YOUR NAME AND CELL NO.

YOUR MARE'S NAME

THE NAME OF THE PERSON AND OR VET CLINIC

THE ADDRESS, CITY, STATE, AND ZIP YOU WANT YOUR SHIPMENT SENT

THE CELL PHONE NO. FOR US TO SEND THE TRACKING NO.

*SOME ADDRESSES DO NOT ACCEPT SAT. DELIVERY FROM FED.EX. PLEASE VERIFY

IF YOU DO NOT RECEIVE A CONFIRMED RESPONSE WITHIN 1 HOUR CALL, (850) 774-4477 OR (727) 207-6384.

TO REQUEST BY PHONE:

CALL: (850) 774-4477 OR (727) 207-6384

IF WE DO NOT ANSWER, WE ARE ON THE PHONE OR WITH ANOTHER ONE OF OUR GREAT MARE OWNERS.

LEAVE A MESSAGE WITH THE ABOVE INFORMATION. IF YOU DO NOT RECEIVE A CONFIRMATION FROM US, PLEASE CALL US BACK.

PLEASE DO NOT REQUEST SEMEN BY: EMAIL, FACEBOOK OR MESSENGER.
INTERNET COMMUNICATION IS NOT ALWAYS RELIABLE!