Tidal Wave Jack
Frozen Semen Contract

P.O. Box 130 ❖ Overbrook, OK 73453 ❖ 580.224.2679 ❖FAX 580.223.9265 ❖ info@schmersalranch.com ❖ www.schmersalranch.com

I hereby agree on this _____ day of _____ to breed the mare, _____

Registration number _____, to the stallion, Tidal Wave Jack, AQHA Registration # 3516063,

using frozen semen for the 2010 breeding season.

1. The stallion fee is $2,500. This includes the $500 non-refundable booking fee which is payable upon execution of the contract. A $250 frozen collection fee is applied and shall be paid directly to the farm. The remainder of the stallion fee and the frozen collection fee are due ten (10) days prior to shipment or the semen will not be sent.

2. A copy, both sides, of the registration papers on your mare must accompany this contract. The owner recorded on the registration certificate will be the owner recorded on the stallion breeding report.

3. A request for a shipment of frozen transported semen must be made to Schmersal Breeding Services ***at least 24 hours before*** the shipment is required. We are unable to ship Counter to Counter. All shipping expenses incurred are the mare owner's responsibility and paid directly to Schmersal Breeding Services. All stallion fees must be paid prior to authorization of a cooled semen shipment.

4. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, or the mare absorbs/aborts a predetermined pregnancy there are return privileges, only if the Stallion Manager is notified within thirty (30) days and receives a statement confirming this. A "Live Foal Guarantee" will apply only to those mares that are certified in foal by a licensed, attending veterinarian. Confirmation of such pregnancy in the form of documented ultrasound picture or letter from the attending veterinarian must be received by October 1 of the breeding year or the mare will not be included in the Stallion Breeding Report.

5. If the mare absorbs or aborts a pregnancy after having been pregnancy checked in foal, or if the mare fails to conceive during normal breeding season, the Stallion Manager agrees to breed the same mare again during the immediately following year's breeding season. There is a charge of $500 for re-breed service expenses. A substitute mare, accepted by the Stallion Manager, may be used ONLY if the original mare is deceased or deemed unfit for breeding by an accredited veterinarian.

6. A Breeder's Certificate will be issued for the foal conceived as a result of the breeding. The Breeder's Certificate will be issued only after all expenses have been paid in full and after the foal is born and has been reported to the Stallion Manager.

7. Neither Schmersal Reining Horses, LLC nor any of its member or employees shall be liable for damages as a result of damage to the semen or as a result of the mare failing to settle. Schmersal Reining Horses, LLC's sole liability under this contract is in the event the stallion should die or become unfit for breeding purposes this contract shall terminate and any money paid on the stallion fee, except the non-refundable booking fee, shall be refunded to the Mare Owner.

8. When signed by both parties this document will become a legally enforceable contract, binding upon both parties. The parties acknowledge that this agreement shall be entirely governed by, construed and enforced under the laws of the State of Oklahoma. In the event that there is any dispute, all disputes of every kind between the parties to this agreement shall only be submitted to arbitration and any award made by the arbitrators shall be considered final and binding.

9. Embryo Transfer Yes _____ No _____

Mare Owner _____ or Agent _____
Printed Name Printed Name

Agent _____
Signature

Mare Owner _____ Stallion Manager _____
Signature (Craig Schmersal)

Mare Owner Address: _____

_____

Telephone: _____ Fax: _____ Email: _____