



Mailing Address:
 3688 Fm 2896 Gainesville, TX 76240
Contact Information:
 Office: (940)291-2030
 Don Ham: (940)390-3807
Please Return Contracts To:
jamiestout@70rph.com

I, _____ (mare owner), hereby agree on _____ (date) to contract with 70 Ranch Performance Horses, LLC. (Breeder) to breed the following mare, _____ AQHA / APHA (circle one) Reg #: _____ to the stallion, METALLIC MALICE (AQHA 5577256 / APHA 1,100,061) for the 2025 breeding season (Feb. 3rd to June 30th) subject to the following terms and conditions.

The 2025 Breeding Fee is \$3,000 USD which includes:

- \$500 Booking Fee Due upon receipt of contract. Non-transferable/Non-refundable and applies ONLY to the calendar year.
- \$1,900 Stallion Fee Due before any semen may be shipped or picked up.
- \$600 Chute Fee

Chute Fee includes ONE of the following:

- First (2) Pickups
- (1) FedEx/UPS shipment
- \$300 toward first Airline

If additional shipments or pickups are needed, cooled OR frozen (except for air), the charges are as follows:

Pickup: \$100 / FedEx Overnight: \$300/ Air: \$400

Please check one of the following:

Shipped Cooled Semen Shipped Frozen Semen Pick-Up Canadian Shipment
(FROZEN ONLY)

****Please note that there will NOT be an on-site option at 70 Ranch Performance Horses. We can refer you to other local breeding facilities to help with this new change. ****

Will your mare: (Please choose one of the following)

Carrying Embryo Transfer ICSI If needing an ICSI contract please contact the office.

Cooled/Frozen Shipped Semen - **INITIAL ALL BELOW IF USING SHIPPED SEMEN******

The mare owner understands that they must comply with the following when choosing to receive shipped semen:

Orders for semen MUST be made and confirmed by 5pm Central Time the day prior to shipment. Confirmations/Cancellations must be made by 7:30 am CST the day of shipment. **ATTENTION:** Any shipment that is not confirmed by the listed times is subject to be eliminated from the corresponding collection list.

Shipment or Pickup request must be called into the 70 Ranch Performance Horses Office at (940)291-2030. No Fax, email, text, or any other type of request will be accepted.

Mares on the premises of 70 Ranch Performance Horses and Counter to Counter Air shipments have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, 70 Ranch Performance Horses will contact you and ask if you would like to be moved to the next collection day. Please note you will still need to confirm if you choose to move to the next day collection day.

When ordering frozen semen, please be aware there are a limited number of cryocubes to be used for frozen shipments.

70 Ranch Performance Horses will ship on first ordered, first served basis – so please call as early as possible to get your mare on the collection list. A cancellation can always be made by 7:30am CST of the collection day.

Mare owners requesting **cooled** semen should expect to receive only one dose of semen (two doses will be sent if available). When requesting **frozen** semen, 2 doses will be sent for the initial shipment (please read paperwork/instructions included within shipment).

Mare owners are responsible for providing correct and current shipping addresses. ***** If a shipping address is changed, please fill out another Shipped Semen Information page and return it to 70 Ranch Performance Horses by email or mail at least 48 hours prior to shipment request. *****

There will only be frozen semen provided for Canadian Shipments. Please contact Westhills Equine Vet Services in Alberta at 780-898-9267.

Cooled Semen:

1. **CONTRACTS MUST BE COMPLETED, SIGNED, AND PAID IN FULL AT LEAST 3 BUSINESS DAYS PRIOR TO ORDERING SEMEN.**
2. The first (2) pickups or (1) FedEx shipment are covered in the Chute Fee. In the event the first shipment is a CTC/Air shipment, \$300 of your Chute Fee will go towards this shipment. The remainder is payable prior to the shipment leaving the custody of 70 Ranch Performance Horses. Any subsequent pickups or shipments must be paid in advance or will be charged to the credit card on file. NO shipment will be released from 70 Ranch Performance Horses without prior payment.
3. Pickup from 70 Ranch Performance Horses will be \$100 per pickup. FedEx will be \$300 per shipment. CTC/Air will be \$400* per shipment. *****Courier fees to DFW Airport or Dallas Love Field and other charges are included in CTC/Air prices. Mare owner is responsible for pickup or costs associated with pickup.
4. Stallions are collected Monday, Wednesday, and Friday. There are NO exceptions. Semen MUST be requested and confirmed the day prior to collection by contacting 70 Ranch Performance Horses Office via phone at (940) 291-2030. NO fax, email, or any other type of request will be accepted. 70 Ranch Performance Horses requires that all cooled semen expenses be paid in advance of shipment. In the case of subsequent shipments, any additional shipping fees must be received before the next shipment will be sent.
5. Shipment method for FedEx or UPS Overnight, or CTC/Air service must be specified when ordering semen. The courier services used by 70 Ranch Performance Horses is contracted with American Airlines, Delta, and United Airlines.
6. Mares on the premises of 70 Ranch Horses have breeding priority on any given day, therefore, we make no guarantee cooled semen will be available for any specific day. In the event of insufficient semen on a particular breeding day, 70 Ranch Performance Horses will ship on a first ordered, first served basis. If cooled semen is not available, we will make every effort to offer frozen semen for an additional charge.
7. Mare owners requesting cooled semen should expect to receive only one dose of semen. Two doses will be shipped if available.
8. 70 Ranch Performance Horses only assumes responsibility to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged or lost in transit.
9. 70 Ranch Performance Horses does not guarantee fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility and subsequent fertility. Every effort should be made to inseminate the mare within 24 hours after collection from the Stallion.
10. Mare Owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.
11. Shipping containers must be returned in a timely manner. The return shipment back to 70 Ranch Performance Horses is the owner's responsibility. If containers are not returned within 5 business days of shipment, a \$60 fee will be billed and is payable by the Mare Owner.

Frozen Semen:

1. **CONTRACTS MUST BE COMPLETED, SIGNED, AND PAID IN FULL AT LEAST 3 BUSINESS DAYS PRIOR TO ORDERING SEMEN.**
2. The first (2) pickups or (1) FedEx/UPS shipment are covered in the Chute Fee. Any subsequent pickups or shipments must be paid in advance or will be charged to the credit card on file. NO shipment will be released from 70 Ranch Performance Horses without prior payment.
3. Frozen shipments will go out same day as collections: Monday, Wednesday, and Friday. There are NO exceptions. Orders MUST be requested and confirmed the day prior to collection day. Request must be called in to 70 Ranch Performance Horses Office at (940)291-2030.
4. Mare owners requesting frozen semen should expect 2 doses to be sent for the initial shipment (please read paperwork/instructions included within shipment).
5. When ordering frozen semen, please be aware there are a limited number of cryocubes to be used for frozen shipments.
6. Mare Owner agrees to use all frozen semen provided by this Agreement for only the mare named in this Agreement and no other.
7. Shipping containers must be returned in a timely manner. The return shipment back to 70 Ranch Performance Horses is the owner's responsibility. If containers are not returned within 5 business days of shipment, a \$400 fee will be billed and is payable by the Mare Owner.
8. Please read paperwork with every shipment. This will state how many doses you have been sent.
9. It is the mare owners responsibility to send any remaining frozen semen back to 70 Ranch Performance Horses.

Canadian Shipment Specifics (FROZEN SHIPMENTS ONLY FOR CANADA):

1. **CONTRACTS MUST BE COMPLETED, SIGNED, AND PAID IN FULL AT LEAST 3 BUSINESS DAYS PRIOR TO ORDERING SEMEN.**
2. Westhills Equine Veterinary Services will be handling all the frozen semen for 70 Ranch Performance Horses. Once contracts are paid in full you will need to contact Westhills Equine Vet Services and we will release the semen per their request.
3. Mare Owner agrees to use all frozen semen provided by this Agreement for only the mare named in this Agreement and no other.

Westhills Equine Vet Services Phone #: 780-898-9267
Email: office@westhillsevs.com
Website: www.westhillsevs.com

Mare Owner understands and complies with the following:

1. It is the Mare Owner's responsibility to notify 70 Ranch Performance Horses of the pregnancy status within 35 days of insemination. Failure to contact 70 Ranch performance Horses by August 1st will result in a \$75 late fee to add the mare to the Stallion Breeding Report.
2. To obtain a Breeders Certificate, you must notify 70 Ranch Performance Horses of the birth of the foal. This certificate will not be issued nor released until the account has been paid in full.
3. **Embryo Transfers:** Mare Owner agrees to notify 70 Ranch Performance Horses that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to notify 70 Ranch Performance Horses once the additional recipient mares have been confirmed in foal with a heartbeat present. The mare Owner must then pay a Stallion Fee equal to the Stallion Fee for each additional live foal. The additional Stallion Fee is due upon the additional foal(s) standing and nursing. Additional Breeder Certificates will be issued upon receipt of necessary stallion fee(s).
4. **Live Foal Guarantee:** Live foal means the foal shall stand and nurse without assistance. It is understood that if the mare proves barren, aborts her foal, or if foal is born stillborn, a return breeding will be guaranteed the following year only at 70 Ranch Performance Horses providing that proper notification is received within 7 days of the occurrence. A live foal guarantee will apply to those mares that are certified in foal by a licensed veterinarian. Confirmation must be sent to 70 Ranch Performance Horses in order to guarantee a rebreed. Confirmation can be in form of letter from attending licensed veterinarian. Breeder does not make any warranty or representation as to the quality or confirmation of the foal, merchantability or fitness for a particular purpose, or that the foal will be free of any infirmity, conformation defect, disease or inherited trait.
5. **Rebreeds:** If the mare does not produce a live foal the first breeding season, the mare owner is entitled to a rebreed the following year. Mare owner will be subject to an additional chute fee, plus any additional attending veterinarian fees. If the Mare Owner fails to return the mare for breeding the following year, then all fees paid shall be forfeited, the right to a rebreed is cancelled and the Stallion Owner is released from all further obligations of the contract, unless otherwise agreed to in writing and signed by all parties. All third year rebreeds are at the sole discretion of the stallion owner.
6. **Mare Change:** The Mare Owner agrees that the mare presented for breeding will be in good health and will be in sound breeding condition. Any mare certified by the attending veterinarian to not be in sound breeding condition shall not be bred and a mare may be substituted at no additional charge. ** Mare Change paperwork MUST be completed and returned 48 hours prior to ordering semen. **
7. **All rebreeds and Donated breeding's are subject to a \$600.00 Chute Fee. Any breeding's that are won through Facebook Promotions done by 70 Ranch Performance Horses will NOT include a live foal guarantee. They are valid only for the year the breeding has been won.**
8. This contract is valid for the 2025 breeding season only. Mare Owners may not purchase this contract with the intent to use in a subsequent season. In the event of this contract being paid in full, and the mare never being bred, this shall become a rebreed for the following season ONLY. An additional Chute Fee AND Booking Fee will be due at that time, and any difference in Stallion Fee is payable to the Stallion Owner.
9. This contract is a binding agreement between 70 Ranch Performance Horses, (Stallion Owner) and Mare Owner and is non-transferable unless the mare is sold with the breeding. If you have any questions please contact the office at 940-291-2030.
10. The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding 70 Ranch Performance Horses, Don Ham Quarter Horses, nor any of its employees, associates or affiliates. Failure to do so may result in legal action regarding the content and damages associated from such action. Furthermore, 70 Ranch Performance Horses reserves the right to void this contract in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a rebreed.
11. Should the above-named stallion die or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder. Any monies paid by the Mare Owner toward the Stallion Fee, shall be refunded at the sole discretion of the Stallion Owner.
12. When the Mare Owner signs and returns this contract to the Breeder it becomes a valid and binding contract upon both parties. All unpaid expenses will be paid upon receipt of an invoice. Monthly statements shall be mailed for services herein provided. Such statements shall be due and payable upon presentation. Statements not paid within 30 days will be subject to a finance charge of 3% per month or the maximum rate allowed by law. **Breeders Certificates will not be released until all expenses have been paid in full.**

This contract will be governed by the laws of the State of Texas. It is understood that 70 Ranch Performance Horses, its owners, employees and guests shall not be liable for any injury, escape, disability, act of God or death of any horse on its premises. The parties hereby specifically agree that this Agreement shall be construed, governed and interpreted by and in accordance with the internal laws of the State of Texas. In any action or arbitration is brought to enforce or interpret the terms of this Agreement, the proper place of venue shall be Cooke County, Texas as this agreement shall be performed in Cooke County, Texas as the last act to make this a binding contract occurred in Cooke County, Texas.

Under Texas Law (Chapter 87, Civil Practice and Remedies Code) An equine professional is not liable for injury or death of a participant in equine activities resulting from inherent risks of equine activities.

Stallion Manager / Agent Signature

Mare Owner and/or Agent – Signature

REMEMBER TO NOMINATE YOUR FOALS TO THESE INCENTIVES AS WEANLINGS!



Stay tuned to our facebook and our website for the possibility of more incentives for next year as the year goes on!

OWNER INFORMATION

Please complete all parts of owner information or your contract will not be processed.

Owner/Agent: _____

Address: _____

City/State/Zip: _____

Cell Phone: _____ Alt. Phone: _____

Email: _____

\$500 Booking Fee - PAYMENT OPTIONS

Mail a check to 70 Ranch Performance Horses – 3688 FM 2896 Gainesville, Texas 76240

Fill out credit-card information below. A 3% convenience fee applies to all credit card transactions.

The remaining breeding fee and chute fee will be charged to the card on file before semen is shipped. If you prefer to pay with a check, it must be received in the office before your mare is on the list for semen.

CREDIT CARD INFORMATION

Credit Card Type: _____ Credit Card Number: _____

Expiration Date (MO/YR): _____ Security Code: _____

My credit card information is the same as the owner information above? Yes No (Check One)

Name on Credit Card: _____

Billing Address: _____

City, State, Zip: _____

Signature Authorization: _____ Date: _____

****Please note that after the first shipment payment is required before another shipment can be sent. If credit card information is not provided the shipment will not be shipped as requested. It is recommended to have the above credit card information filled out due to a chance the first shipment may be a counter-to-counter air shipment which is an extra \$100.

Do you authorize 70 Ranch Performance Horses to use this credit card for payment of the Breeding Fee (Booking, Stud, and Chute Fee)?

YES

NO

Do you authorize 70 Ranch Performance Horses to use this credit card for payment for future shipping charges?

YES

NO

Shipped Semen Information

Please complete all parts below or your contract will not be processed.

Please check your preference below!

FedEx

UPS

PICKUP

CTC/Air

Name of Clinic: _____ Phone: _____

Contact/Veterinarian: _____ Phone: _____

Address: _____

City/State/Zip: _____

Clinic/Veterinarian Email: _____

Does this location accept FedEx/UPS deliveries on Saturday? Y N *Please provide alternate location if not

SATURDAY Delivery Location: _____

City/State/Zip: _____

Airport Information:

Nearest Major Airport: _____

Alternate Airport: _____

* Our couriers will make every effort to ship to the preferred airport. Due to flight times, connections, and availability, this is not always possible, and they will use their best judgment to ensure the shipment arrives on the best possible flight. Any courier service used by 70 Ranch Performance Horses is not responsible for delays or problems with airlines once the package has left their possession but will do everything, they can help ensure the semen arrives to its destination in a timely manner.

**Semen requests MUST be made and confirmed by 5pm the day prior to collection. To order semen, please call
70 Ranch Performance Horses at (940)291-2030.**

Please expect to receive ONE DOSE per shipment. *Two doses will be sent if available!*

Our breeding season runs from February 3rd to June 30th.

Please contact 70 Ranch Performance Horses Office at (940) 291-2030 should you have any questions.



We are excited to announce we do have merchandise and we will be doing random giveaways via Facebook Contests and Drawings. We would like for everyone to fill out the below questionnaire so we can get the winners their prizes in a timely manner.

Shirt Size: _____

Jacket Size: _____

Men or Women's Gear: _____

Name: _____

Address to ship merchandise:

