



Magic Moments Stable

ENDURING SOUL



I hereby agree on the \_\_\_\_\_ day of \_\_\_\_\_ to contract with Magic Moments Stable / Enduring Soul Ranch Breeding Center (Breeder) to breed the following mare, \_\_\_\_\_ Reg.No.: \_\_\_\_\_ to the stallion, **Grand Commandd AHR 653523** for the 2022 breeding season (Feb. 10 - July 31) subject to the following terms & conditions. The **Breeding fee is \$ 1000 (until December 31, 2021)**. A \$ 500 deposit (Chute Fee) is due at contract execution. The remainder of the Breeding Fee is due prior to breeding the above stated mare. I also agree to pay the **\$275 stallion collection and semen handling fee** per shipment.

Additional: Fed Ex overnight is charged at actual cost (variable based on container used).

Pick Up: \$100

Counter-to-counter is \$350 in addition to collection fees.

Shipments to Canada will be handled by Brazos Valley Equine Hospital at a rate of \$450 on Monday through Thursday and \$600 on Fridays to cover the courier fee. (No weekend shipping to Canada)

Pickup: \$100.00 Shipping expenses are: FedEx Overnight actual cost (variable based on container used)  
Counter to Counter: \$350.00 Canadian: \$450.00 (M-Th) \$600.00 (F)

Shipped Semen: Y / N Onsite: Y / N Pick up: Y / N Embryo Transfer: Y / N

This breeding contract is to be returned with the non-refundable Chute Fee. Breeding Fee is for one live foal. The balance of the Breeding Fee is additional and due either upon mare departure from the breeding facility after having been inseminated, or prior to the first cooled semen shipment. All other expenses shall be due according the schedule listed below. A copy of the aforementioned Mare’s registration papers MUST accompany this contract.

**Cooled Shipped Semen:**

The mare owner understands that they must comply with the following when dealing with shipped semen:

- Orders for semen MUST be made by 5pm Central Time the day prior to collection/shipment.
- Cancellations MUST be made by 8:00 am CST the day of shipment.
- Cancellations made after that will be subject to a \$100.00 cancellation fee.
- All fees must be paid in full & mare registration papers must be submitted prior to any shipment.

1. Fed Ex overnight is charged at actual cost (variable based on container used). No shipment will be released from Magic Moments Stable / Enduring Soul Ranch without prior payment.

Magic Moments Stable / Enduring Soul Ranch Breeding Center Initials: \_\_\_\_\_  
17402 Kickapoo Rd., Waller, TX 77484 [granger.durdin@gmail.com](mailto:granger.durdin@gmail.com) 281.932.3643 cell (Granger)  
713.203.1064 Stephanie (Breeding Manager) [breeding@magicmomentsstable.com](mailto:breeding@magicmomentsstable.com)

2. Pickup from Magic Moments Stable / Enduring Soul Ranch is additional \$100 per collection. Counter to counter by air is additional \$350\* per shipment. Canadian shipments are additional \$450\* Monday through Thursday and \$600 on Fridays.  
\* Courier fees to IAH Airport or Houston Hobby Airport and other charges are included in these prices. Mare owner is responsible for pickup or costs associated with pickup from their chosen airport.
3. USDA Health Certificate and fees associated for export are included in the Canadian Shipment price (\$450 M-Th and \$600 F).
4. Stallions are collected on a Monday, Wednesday, Friday basis. There are no exceptions. It will be the responsibility of the Mare Owner and his/her veterinarian to confirm our breeding days. Semen must be requested by 5pm the day prior to collection by contacting Magic Moments Stable / Enduring Soul Ranch breeding manager, Stephanie Baden, at 713-203-1064. Shipment requests must be called in. No fax, email, or any other type of request will be accepted. All cooled semen expenses must 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 Overnight, or Counter to Counter Airline service must be specified when ordering semen. The courier services will be billed out at the courier rates.
6. Overnight shipments are sent via FedEx Priority Overnight. If the recipient specifically requests First Overnight or UPS, an additional \$50 charge will be assessed to the shipment cost.
7. Mare Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available.
8. Magic Moments Stable / Enduring Soul Ranch 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. Magic Moments Stable / Enduring Soul Ranch 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. Mare Owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.
9. Shipping containers must be returned in a timely manner. If container is not returned within one week of shipment, a \$40 fee per day will be charged to the credit card on file.
11. The Mare Owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, Mare Owner agrees to have the mare checked for pregnancy by a licensed veterinarian within 34 days of insemination. Mare owner agrees to provide Magic Moments Stable / Enduring Soul Ranch with the results of the pregnancy exam within 35 days of insemination.

Magic Moments Stable / Enduring Soul Ranch, agrees to ship cooled semen as described above. If the mare fails to settle for any reason the mare owner will not hold Magic Moments Stable / Enduring Soul Ranch responsible or liable for damages to the semen or condition of the Mare. Magic Moments Stable / Enduring Soul Ranch reserves the right to require the mare to be brought to breeding facility to be bred in such a case.

#### **On-Site Breeding:**

1. Mare Owner will furnish Breeder with a current negative Coggins test, Veterinarian's certificate of health, and all current health records. If these documents do not accompany the mare, Breeder's veterinarian will examine and/or test mare at Mare Owner's expense. The Breeder reserves the right to reject any mare that is not in proper condition, or does not have all the records, tests, and registration documents as required herein.
2. The stallion collection and semen handling fee is \$200 per cycle.

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713.203.1064 Stephanie (Breeding Manager) [breeding@magicmomentsstable.com](mailto:breeding@magicmomentsstable.com)

3. Breeder agrees to furnish all facilities for the care and feeding of the mare while in its custody. Mare Owner agrees to pay for care and feed at the daily rate of \$16.00 per day. An additional \$2.00 per day will be assessed for wet mares. Breeder will exercise judgment in care and supervision of mare. Breeder's veterinarian will administer medical care as deemed necessary for the health and safety of the mare and foal at Mare Owner's expense. By signing this contract, Mare Owner implicitly grants permission for any such care. In the event of an emergency, every effort will be made to notify Mare Owner in advance of treatment, but in the event Mare Owner is unreachable, emergency care, stabilization and transport to clinic will proceed. Mare Owner will be notified as soon as possible for any non-emergent medical care. For routine care, no notification will be made (as in the case of sedation or any reproductive procedures deemed necessary. Mare Owner's signature herein grants such permission. Please note if Mare/Foal at side are insured, contact information for the insurance company must be provided along with any major medical coverage information.

Mare Owner grants permission to proceed with emergency surgery\_\_\_\_\_

Mare Owner does not grant permission for emergency surgery\_\_\_\_\_

4. The undersigned agrees that the Breeder and its agents, officers, and employees will not be responsible for any accident, injury, sickness, or death to the mare or its foal, whether from flood, fire, theft, act of God, or any other reason. The undersigned agrees to and shall indemnify and hold harmless Breeder and its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney fees, for injury or death to the mare and/or foal. Any person associated with Breeder is not liable for death, or any disease, accident, and/or injury caused to the mare and/or her foal, and that Mare Owner is not liable for death, or any disease, accident, or injury caused to the stallion.

5. Breeder requires the balance of the Breeding Fee, plus all unpaid board and expenses must be paid in full before the mare is released from Magic Moments Stable / Enduring Soul Ranch. A mare owner representative will be allowed to pick up the mare if a current signed credit card authorization is on file.

**Mare owner understands and complies with the following:**

1. A copy of the mare's registration papers (both sides), health certificate, and current Coggins test must accompany the mare upon arrival. If these are not presented upon arrival, the Breeder shall have the attending veterinarian prepare such tests at the Mare Owner's expense.

2. It is the Mare Owner's responsibility to notify Magic Moments Stable / Enduring Soul Ranch of the pregnancy status within 35 days of insemination. Failure to contact Magic Moments Stable / Enduring Soul Ranch by September 1st will result in a \$50 late fee to add the mare to the Stallion Breeding Report.

3. To obtain a Breeders Certificate, you must notify Magic Moments Stable / Enduring Soul Ranch of the birth of the foal. This certificate will not be issued nor released until the account has been paid in full.

4. Embryo Transfers: Mare Owner agrees to notify Magic Moments Stable / Enduring Soul Ranch that this is an embryo transfer mare. In the event of multiple embryos from a single flush, Mare Owner agrees to notify Magic Moments Stable / Enduring Soul Ranch 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 aforementioned 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).

5. Live Foal Guarantee: Live foal means the foal shall stand and nurse without assistance and survive for 72 hours. 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 Magic Moments Stable / Enduring Soul Ranch, 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 Magic Moments Stable / Enduring Soul Ranch 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 conformation 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.
6. Rebreds: 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 any and all fees paid shall be forfeited, the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of the contract, unless otherwise agreed to in writing and signed by all parties.
7. All Rebreds and Donated breedings are subject to the stallion collection and semen handling fee.
8. This contract is valid for the 2022 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 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 Magic Moments Stable / Enduring Soul Ranch, Stallion Owner, and Mare Owner and is non-transferable unless otherwise agreed to, stated in writing, and signed by all parties. Any transferred breeding will incur an additional Chute Fee and completed paperwork by the new contract holder.
10. The Mare Owner agrees that the mare presented for breeding will be in good health and 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.
11. The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding Magic Moments Stable / Enduring Soul Ranch 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, Magic Moments Stable / Enduring Soul Ranch 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.
12. Should the above-named stallion die or become unfit for service for any reason, 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.

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 or when the mare leaves the ranch, whichever is first. The mare and foal (if applicable) shall be released only upon payment in full of all outstanding balances, including those of the attending veterinarian. 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 2% per month or the maximum rate allowed by law.

This contract will be governed by the laws of the State of Texas. It is understood that Magic Moments Stable / Enduring Soul Ranch, 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 Harris County, Texas as this agreement shall be performed in Harris County, Texas as the last act to make this a binding contract occurred in Harris 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 / Owner's Agent Signature

\_\_\_\_\_  
Mare Owner and/ or Agent Signature

<p><b>OFFICE USE</b></p> <p>Stallion Fee _____</p> <p>Booking Fee _____</p> <p>Chute Fee _____</p> <p>Notes _____</p>	<p><b>MARE OWNER INFORMATION</b></p> <p>Owner/Agent: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Cell Phone: _____</p> <p>Alternate Phone: _____</p> <p>Email: _____</p>
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**Credit Card Authorization**

1. All Shipped Semen contracts MUST have a credit card on file. This card will be charged in the event a subsequent shipment is needed and has not been paid for in advance.
2. The card will be charged in the event shipper is not returned, or is in unusable condition.
3. Please indicate what additional fees you would like charged to the credit card in the boxes available.
4. There is a 3.75% transaction fee for all credit card transactions.
5. In the event you would prefer to send a check, you MUST communicate this with the office prior to the shipment leaving our custody.

All credit cards are charged the morning of collection days, so unless other arrangements have been made, the card on file will be charged.

**Please charge this card for:** \_\_\_\_\_ Stallion Collection and Semen Handling Fee  
 \_\_\_\_\_ Stallion Fee \_\_\_\_\_ Shipments

Name (as it appears on card): \_\_\_\_\_

Billing address: \_\_\_\_\_

Card Type: \_\_\_ Visa \_\_\_ Master Card \_\_\_ Discover \_\_\_ Am-Ex

Card Number: \_\_\_\_\_

Expiration Date: \_\_\_/\_\_\_/\_\_\_ Security Code: \_\_\_\_\_

*By Signing this contract, you are agreeing to pay the amount invoiced to you.*

**Cardholder Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\*If you have an issue with a charge to your card, you are obligated to contact us within 48 hours after the charge has occurred.



**Magic Moments Stable**

ENDURING SOUL



### Shipped Semen Information

Name of Clinic: \_\_\_\_\_ Phone: \_\_\_\_\_

Contact /Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Clinic / Veterinarian Email: \_\_\_\_\_

Does this location accept FedEx deliveries on Saturday? Y or N \*Please provide alternate location if not.

Saturday Delivery Location: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

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. The chosen Courier Service is not responsible for delays or problems with airlines once the package has left their possession, but will do everything they can to help ensure the semen arrives to its destination in a timely manner.

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713.203.1064 Stephanie (Breeding Manager) [breeding@magicmomentsstable.com](mailto:breeding@magicmomentsstable.com)

**Semen requests MUST be made by 5pm the day prior to collection**

**To order semen, please call Stephanie Baden 713-203-1064**

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Once a request is made, we will consider it confirmed if not cancelled by 8am CT the morning of a collection day. Any cancellations made after 8am will be subject to a \$100 late cancellation charge.

On-farm mares have priority on collection days. In the event of insufficient semen, we operate on a first ordered, first served basis.

Please expect to receive ONE DOSE per shipment.

Our breeding season runs from February 10th to July 31st.