

## Transported Cooled Semen Stallion Contract



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This agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between \_\_\_\_\_ herein referred to as Mare Owner and **Ellis Quarter Horse Farm** herein after referred to as **EQHF**.

1. The mare owner has agreed to breed the mare (*registered name*) \_\_\_\_\_ and (*registration number*) \_\_\_\_\_ to the Stallion **Supernatural Fella, AQHA# 5033746**, standing at **EQHF** during the 2010 breeding season. The breeding season shall be between February 1<sup>st</sup> to June 15<sup>th</sup> of 2010.
2. The Mare Owner agrees to pay a stallion service fee of \$\_\_\_\_\_ of which \$250 deemed as the booking fee is payable with this contract and is non-refundable. The balance being due prior to the first shipment of semen, unless otherwise agreed to between **EQHF** and the Mare Owner (see #18).
3. The Mare Owner will send a complete current copy of the mare's registration papers with this contract as well as any necessary lease information or documentation needed.
4. The mare must be healthy and in sound breeding condition. **EQHF** recommends that the Mare Owner use a vet that is experienced with transported cooled or frozen semen.
5. The first shipment of semen is included in the breeding fee. All subsequent shipments of semen will be subject to a collection and shipping fee of \$250. All payments must be made and cleared prior to shipping. TCS charges are as follows: \$250 for Fed Ex. Fed Ex only delivers Monday through Saturday – No Sunday deliveries.
6. Unless otherwise specified, all shipments will be made using an Equine Express Container. It is the mare owner's responsibility to return the Equine Express Container. An Equitainer will only be used if provided by the mare owner at the mare owner's sole expense, including all shipping charges.
7. Semen is collected and shipped Monday through Friday only.
8. **EQHF** requires that the Mare Owner notify us no later than 2:00pm (central time) the day before the semen is to be shipped.
9. **SEMEN IS SUBJECT TO AVAILABILITY**. Orders will be filled in the order in which they come in for that collection. If we are unable to send semen to your mare on that particular day, you will be on the top of the list for the next collection day. Every effort will be made to fill all orders, but we ask for your understanding when demand exceeds supply. **EQHF** will not be held liable if the mare is missed due to a shortage of semen.
10. **EQHF** guarantees a (LFG) live foal. A live foal is defined as a foal that lives a minimum of 24 hours. If the mare does not produce a live foal or if the mare does not settle, the mare is allowed a rebreed the following year only. This guarantee is for the mare originally booked unless a substitute mare is mutually agreed upon, in writing, between **EQHF** and the Mare Owner – along with a fee of \$300 for collecting and shipping). This guarantee is null and void if **EQHF** is not notified within one (1) week of the foal's demise or when the mare is found to have aborted. This notice must be accompanied by a statement from a licensed veterinarian.
11. **EQHF** also guarantees that each live foal produced by Supernatural Fella will carry at least one (1) copy of the crème dilution gene. In cases of disputes arising from this guarantee, mare owner must prove using a certified laboratory recognized by AQHA that both parentage verifies the foal is an offspring of Supernatural Fella and determines that the foal does not carry a copy of the crème dilution gene. This is not a color guarantee; it is a crème dilution gene guarantee. UC Davis has confirmed that Supernatural Fella is a double dilute (carries two (2) copies of the crème gene).
12. The Mare owner must administer the necessary Rhino Pneumonitis (pneu-abortion) vaccines at the fifth (5<sup>th</sup>), seventh (7<sup>th</sup>) and ninth (9<sup>th</sup>) months of pregnancy. Failure to do so results in nullification of the live foal guarantee.
13. Should the stallion die or otherwise become unfit for breeding, this contract shall be null and void. If the mare should die or become unfit for breeding, this contract shall be null and void unless written approval from **EQHF** grants use of a substitute mare. This privilege can only be extended by **EQHF**. Attempts to assign or substitute another mare without prior written consent of **EQHF** shall terminate this agreement and release **EQHF** from its obligations.
14. **EQHF** will issue a breeder's certificate when notified of the birth of the foal resulting from this breeding, providing that the Mare Owner has no outstanding debt to **EQHF**. In the event of a debt, the breeder's certificate will only be issued once the debt has been paid in full.

15. **EQHF** is not responsible for lost, delayed or damaged semen caused by the shipping company, and makes no representation or warranties of any kind with respect to semen, except that it is above stallion's semen and was viable at the time of shipment. In the event that the shipment does not reach the delivery address by the designated date and time, **EQHF** will assist the Mare Owner in requesting refunds from the transport company, but will not be liable for any fees or charges requested to be refunded. The parties agree that the risk of loss transfers to the Mare Owner upon transfer to the transport company. If the Mare Owner wishes to purchase insurance, they may do so at their own expense in advance of shipment.
16. This agreement shall be construed in accordance with the laws of the State of Missouri and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Missouri and to Buchanan County in particular. All venue objections are waived. Should **EQHF** resort to legal action to enforce the terms of this agreement, **EQHF** shall be entitled to recover all legal fees, costs and expenses. Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach.
17. This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied are included unless specifically stated in this written contract. When the Mare Owner and **EQHF** sign this contract, it then will be binding on both parties, subject to the above terms and conditions.
18. Written conditions different from above stated contract:

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**APPROVED AND AGREED UPON BY:**

**Ellis Quarter Horse Farm**

**and**

**Mare Owner and/or Agent**

By: \_\_\_\_\_  
(EQHF Representative)

By: \_\_\_\_\_  
(Signature of Mare Owner and/or Agent)

Printed Name \_\_\_\_\_

Printed Name \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**(PLEASE PRINT ALL INFORMATION BELOW)**

Name of Mare Owner (as it appears on Registration Papers) \_\_\_\_\_

Mare's Name and Registration Number \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell/Mobile \_\_\_\_\_ Email \_\_\_\_\_

**SHIP SEMEN TO: (If different than above address – PLEASE PRINT)**

SHIP SEMEN TO: (Name of Facility) \_\_\_\_\_

Contact Person \_\_\_\_\_

Semen Shipping Address -(No P.O Box) \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Cell/Mobile \_\_\_\_\_ Email \_\_\_\_\_

Fax \_\_\_\_\_

All shipments will be via FedEx. Please let us know if FedEx does not ship to your location. You will also need to make sure that Saturday delivery is available. If not, provide alternate address for Saturday delivery.

For any other questions, please contact either Felisha or Russ using the numbers/e-mail listed.

**Please sign and return all pages of this contract, copy of Mare's Registration Papers and \$250.00 booking fee to:**

**Ellis Quarter Horse Farm ~ 14415 State Route E ~ Agency, MO 64401**

**Ellis Quarter Horse Farm will sign the contract and send a copy back to you for your file.**