

Stallion Shipped Semen Breeding Contract

I hereby confirm my booking for one service during the 20____ breeding season to the Stallion Dial A Challenge ApHC # 568497

For the Mare _____ Reg. No. _____

Mare's color _____ Age _____

Sire _____ Sire's Reg. No. _____

Dam _____ Dam's Reg. No. _____

Such confirmation is based upon our agreement as follows:

1. Payments due from Mare Owner:

- a) Service fee shall be \$ 500.00. Booking fee of \$ 150.00. This fee is deductible from the Stallion Service fee. Balance of \$ 350.00 payable before Semen is shipped.
- b) A Chute Fee of \$ 150.00 for the first shipment of semen, which includes costs associated with the Collection and Preparation of Semen, will also be required in addition to the Stud Fee. The Chute Fee and the Stud Fee must be paid before semen will be shipped. The Chute Fee does NOT include Fed Ex costs for shipping the semen which is the Mare Owner's responsibility. There is an additional charge for Saturday Delivery (where available). Any additional shipments of semen will be charged an additional \$ 135.00 per shipment.
- c) A Separate Deposit Check of \$ 250.00 for the container will also be required prior to shipping. Deposit Check will be returned to Mare Owner when container is returned and mare is certified in foal by a licensed Veterinarian. The cost to return the container will be paid by the Mare Owner.
- d) A copy of the front and back of the mare's registration certificate must accompany the contract and booking fee.

2) A Licensed Veterinarian or Certified AI Technician must inseminate mare.

3) Reservation for Semen

- a) Mare Owner requests the following month for breeding _____.
- b) Mare Owner warrants that named mare is free from disease or infection and is in good health and at an acceptable weight.
- c) Shipping Days will be on weekdays Monday through Friday from February 15 through June 15. A request for shipped semen must be made by 12pm Mountain Time on the day before semen is to be shipped. Semen will be shipped on Collection days only on an "as available" basis. Mares sent to the breeder for on site breeding will receive preference for semen availability.
- d) It is strongly recommended to take your mare to a vet clinic or breeding farm for her heat cycle where she will be monitored by ultrasound.
In the event that the named mare does not take, become in foal, aborts or absorbs the foal, Stallion Owner(s) agrees to breed named mare again for no cost of additional Stud Fee at any time during the next or same breeding season at the Mare Owner's request. The mare should be checked by a Veterinarian and treated (if necessary) for any infections. Stallion Owner(s) will not collect or breed after June 15. If named mare fails to settle for two separate breeding seasons, Mare Owner may substitute a different mare for breeding. There is a "No Live Foal Guarantee" on third year rebreeds. Third year rebreeds are subject to an additional Booking Fee plus any increase in Stud Fee and Chute Fee. **After a third year rebreed, this contract will become null and void and any and all stud fees will be forfeited by the mare owner.**
- e) Chute Fees, Shipping Fees and container return fees are the Mare Owner's responsibility on any rebreeds. A \$250 deposit check for the container as well as the Chute Fee will be required before semen will be shipped on any rebreeds.
- f) Stallion Owner(s) agrees to ship cooled transported semen as described above. If mare fails to settle for any reason, Mare Owner will not hold Stallion Owner(s), Manager or Agent responsible.

4) Health and condition of Stallion:

- a) If stallion should be sold, die or become unfit for service before mare is bred, this contract shall become null and void and ALL Fees shall be returned. If stallion should die or become unfit for service after mare is inseminated, or if above named mare should die after being inseminated, then the Mare Owner may substitute another mare or breed to another stallion at the ranch. If no other stallion is available for breeding, Stallion Owner(s) will return the Breeding Fee minus the Booking Fee, and the Chute Fee will not be returned.

5. Live Foal guarantee

- a) Stallion owner agrees to guarantee a live foal. A live foal is defined as a newly born foal less than 24 hours old which stands and nurses without assistance. This guarantee applies only if stallion owner is notified in writing or by phone within ten (10) days following death of foal. Notice must be accompanied by a statement by a licensed veterinarian.
- b) In the case of a mare aborting or absorbing the fetus in earlier pregnancy, a statement by a licensed veterinarian that the mare is not in foal and that it was not caused by negligence of the mare owner shall be required.
- c) Owner of the mare is also required to give the mare vaccinations of Pneumabort-K + 1b(EHV-1) as required by the manufacturer. Mare must also be kept at an acceptable weight and wormed regularly. Failure to follow these guidelines will void the "Live Foal Guarantee".

6. Registration certificate:

Breeding certificate shall only be issued when service fee is paid in full and mare has been vet checked in foal. Stallion Owner(s) and Stallion Agent agree to execute all necessary documents of the registration of the offspring of the breeding. Stallion Owner(s) and/or Stallion Agent will not be responsible for registration of the resulting foal. In the event the breeding fees are not paid in full, mare will not be included in the breeding report and any fees associated with getting the breeding reported by the Stallion Owner(s) to the Appaloosa Horse Club will be paid by the Mare Owner. This includes any late or penalty fees. Stallion Owner(s) will also not be responsible for any late fees associated with submitting a late Shipped Semen Report. This report must be submitted within thirty days (30) days by the Mare Owner after the mare has been inseminated.

7. Shipped Semen Legal Rights of the Stallion Owner:

Semen is shipped with the understanding that it is to be used solely to breed to the mare named in this contract. Any attempts to use any portion of semen shipped to Mare Owner to breed to any other than designated mare named in this contract shall automatically terminate all obligations of the Stallion Owner(s) and/or Stallion Agent, including (but not limited) the Live Foal Guarantee, rights to additional semen, and rights to resulting foals. All of the Mare Owner's rights provided by this breeding contract shall be forfeited and the Mare Owner shall be liable for the amount up to the cost of the breeding for every unapproved mare inseminated whether a foal was produced or not. Legal relief will be sought by the Stallion Owner and/or Stallion Agent for all violations. Also, neither the Stallion Owner(s) or agent guarantee the conception rate, quality of semen upon arrival or productivity to be obtained in connection with the use of its products or recommended techniques.

8. Legal Actions

This contract shall be governed by the Laws of the State of Wyoming and is hereby executed as of the date signed by the Stallion Owner, which date shall govern the effective dates of said contract

All legal actions sought by Stallion Owner and/or Stallion Agent and Mare Owner concerning this contract will be filed in the **County of** Laramie, **State of** Wyoming.

Mare owner will be required to pay any and all legal fees of the Stallion Owner and/or Stallion Agent if found to be in violation of this contract.

9. Other comments

Mare Owner: _____
(Signature and Date)

Stallion Owner _____
(Signature and Date)

Mare Owner: _____
(Please print)

Stallion Owner: Loretta Grosset
(Please Print)

Address: _____

Address: 1178 Prairie Breeze Lane

Burns, WY 82053

Phone: _____

Phone: (307) 547-3988 or cell (307) 631-1716

Breeding Dates on Mare _____

Date mare checked by veterinarian for pregnancy _____

Breeding Certificate issue—Date _____ 20 _____ By: _____