

# COOLED TRANSPORTED SEMEN CONTRACT

Out West Stallion Station & Performance Horses  
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FEE SCHEDULE		
	Booking Fee	\$500.00
	Mare Care	\$15.00/day
	Foaling Fee	\$450.00
	Re-breed Fee	\$350.00

Cooled Shipped Semen	
First Shipment (Fed Ex)	\$350.00
Additional Shipments	\$300.00
Counter to Counter	\$450.00
Pickup Semen at Out West	\$125.00

I hereby agree on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, to breed the mare \_\_\_\_\_.

Registration # \_\_\_\_\_, to the stallion **Dontmesswithmychic, Registration #4045764** for the 2008 breeding season. The Stallion Fee is \$1500 plus a booking fee of \$500.

1. The Stallion Fee stated above includes a non-refundable booking fee which shall be payable upon execution of this contract. The shipped semen deposit shall cover the cost of shipments, courier fees, or any late charges incurred. **THE BALANCE OF THE STALLION FEE AND THE SHIPPED SEMEN DEPOSIT SHALL BE PAYABLE A MINIMUM OF TEN (10) DAYS PRIOR TO THE FIRST SHIPMENT.**
2. Mares on the premises of the Stallion Manager have a breeding priority on any given breeding day, therefore, we make no guarantee cooled semen will be available for a specific day. The Stallion Manager is not responsible for the untimely arrival or condition of the cooled transported semen as we have no control over the shipment after it leaves our custody.
3. There will be a charge, as stated above in the Fee Schedule, for the first shipment of cooled transported semen. There will be an additional charge, as listed in the Fee Schedule, for each additional shipment. Any remaining funds from the shipping deposit will be returned to the mare owner upon the written confirmation of the 60-day pregnancy.
4. Due to the high demand for shipped semen, it is imperative that the container be returned to the Stallion Manager within 72 hours. Return shipping costs incurred are the responsibility of the mare owner. **ANY CONTAINERS NOT RETURNED WITHIN THE 72-HOUR PERIOD WILL BE CHARGED A \$50/DAY LATE CHARGE.** Please use Federal Express Next Day or UPS Next Day Service. **DO NOT USE U.S. POSTAL SERVICE.**
5. The Mare Owner understands that they must comply with the following:
  - a. Consult the Stallion Manager as to the days of collection
  - b. Notify the Stallion Manager when the mare comes into heat
  - c. Have your veterinarian contact Stallion Manager at least 2 days PRIOR to when he believes he will need semen for your mare. This will help us plan for your potential need for semen
  - d. **CONFIRM ORDER FOR SEMEN BEFORE 2:00 PM PRIOR TO THE DAY OF SHIPMENT.**
6. A "Live Foal Guarantee" will only apply as stated below:
  - a. A live foal is described as a new foal which stands and nurses without assistance. Should the mare not produce a live foal from this breeding, miscarry, or prove barren after being pregnant and checked in foal, a rebreed will be honored the following year with a rebreed service charge as stated in the Fee Schedule above. A substitute mare may be used if the original mare is unfit for breeding at the discretion of the Stallion Manager. The Stallion Manager may require the rebreeding to be performed at the Stallion Manager's facility rather than through cooled semen.
  - b. For mares that **DO NOT CONCEIVE** from the breeding using cooled semen, a rebreed will be honored the following breeding season with a rebreed charge as stated in the Fee Schedule above. The Stallion Manager may require rebreeding to be performed at the Stallion Manager's facility rather than through cooled semen.
  - c. Confirmation of pregnancy of the mare at 60 days must be submitted in writing from a veterinarian or receiving station

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- 7. The Stallion Manager agrees to ship cooled transported semen as described above. If a mare fails to settle for any reason, the mare owner will hold the Stallion Manager blameless.
- 8. A "Breeder's Certificate" will be issued for the foal conceived as a result this mating only after stallion fees and all other expenses have been paid in full and when Stallion Manager has been notified of the birth of a live foal.
- 9. The parties agree that should the Stallion die or become unfit for any reason, this contract shall become null and void and both parties are relieved of any further obligation hereunder. Likewise, any monies heretofore paid by the Mare Owner toward the Stallion Fee, with exception of the NON-REFUNDABLE BOOKING FEE, shall be refunded to the Mare Owner. However, the Mare Owner shall pay for all other expenses actually incurred. If the mare dies, or becomes unfit for breeding, the Mare Owner is entitled to return privileges with a substitute mare approved by the Stallion Manager. The provision does not apply to mares being bred under the authorized rebreed privileges.
- 10. THE LIVE FOAL GUARANTEE IN THIS CONTRACT IS NON-TRANSFERABLE AND NON-ASSIGNABLE should the mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. However, the Stallion Manager, may at his discretion upon application and payment of a new booking fee, continue to honor the live foal guarantee granted to the original owner. In the event that the Stallion Manager agrees to the transfer or assignment of the "live foal guarantee", rights under the terms of the contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.
- 11. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Arizona and shall be construed and enforced under the laws of the State of Arizona. Under Arizona law, an Equine Professional is not liable for an injury to or the death of a participating in Equine Activities resulting from the inherent risks of Equine Activities, pursuant to A.R.S. 12-553.
- 12. This contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto.
- 13. A photocopy of the mare's registration papers (front and back) must accompany this contract. The Owner recorded on the Registration Certificate will be recorded on the Stallion Breeding Report.

\_\_\_\_\_  
Owner of Mare (as listed on Registration)

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

\_\_\_\_\_

Telephone: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_  
Stallion Manager

\_\_\_\_\_  
Mare Owner or Agent