

Acme Acres Paint Horses
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Stallion Service Contract for Shipped Semen

This Stallion Breeding Contract for the breeding season of 2010 is made and entered into on this _____ day of _____, 2009, by and between Acme Acres (Julie & Jonathan Horn), hereinafter designated as Breeder and _____, hereinafter designated as Mare Owner. Mare Owner agrees to breed the mare _____, (APHA) (AQHA) (PtHA) (JC), Registration Number(s) _____, to the stallion Reflections Playboy APHA# 731578, PtHA #125099 for the fee of \$500.00, for a breeding via TRANSPORTED COOLED SEMEN, subject to the following terms and conditions.

Booking fee: The stallion fee includes a non-refundable fee of \$250 payable upon execution of this contract. The balance due of \$250.00, must be paid at the time of booking, or prior to, the semen being shipped. All unpaid expenses will be payable upon receipt of an invoice. 2% interest will be charged on all accounts in excess of thirty days. Cooled Semen will not be sent until all expenses are paid in full, unless other written arrangements have been made between Breeder and Mare Owner.

Breeding Season: The breeding season in force for this contract shall be February 15th through May 15th.

Shipping Charges: All breedings will be required to pay a \$150 shipping/collection fee for each shipment needed beyond the first shipment. NO counter to counter shipping is offered!

Equitainer Deposit: All semen will be shipped in the order requests are received. Unless requested, all semen will be sent in a disposable/reusable container and is to be returned with in 3 days to the Breeder. All shipments requesting an Equitainer must be accompanied by a refundable \$200 deposit (separate from the breeding/booking fee). Equitainer to be returned by 2nd day air at Mare Owner's expense. Disposables to be returned to Breeder at Mare Owner's expense by 3 day air or Priority Mail. No deposit is required for disposable containers, but they must be returned complete (minus syringes or centrifuge tubes)

Veterinarian: The Mare Owner is also required to confirm that the above listed mare is properly prepared for breeding, including a clean bill of health along with negative culture/biopsy from a licensed Veterinarian; of an age that will allow the proper growth and development of resulting foal; and proper body condition – not being over or under weight.

Breeders Certificate: A Breeder's Certificate will be issued to Mare Owner after all expense have been paid in full and upon written/faxed/e-mailed notification of the birth of the foal including the attachment "FOAL RECORD" filled out and photos being sent as stated on said attachment.

Live Foal Guarantee: A live foal shall be defined as a foal that stands and nurses, unassisted for 48 hours. It is understood that if the mare proves barren, aborts, or the foal is stillborn, a return season will be guaranteed the following year only, providing proper notification is given. Proper notification shall be defined as: *Written certification by a licensed veterinarian with in seven days that the mare has slipped or produced a non-viable foal.* If Mare Owner fails to provide the Mare for rebreeding the following year, then any and all fees paid shall not be refundable; the right to rebreed is thereby cancelled and Breeder/Stallion Owner is released from any further obligation whatsoever. There will be no stallion fee on the return breeding. Mare Owner will be responsible for paying booking fee of \$250 (non-refundable), mare care (or collection/shipping), and any Veterinary or Farrier charges. LIVE FOAL GUARANTEE IS NULL AND VOID IF MARE DELIVERS TWINS OR IS NOT GIVEN RHINO SHOTS DURING HER PREGNANCY. IN THE EVENT THAT BOTH TWINS SHALL SURVIVE, BREEDERS CERTIFICATES WILL BE GIVEN ON BOTH FOALS AT NO ADDITIONAL CHARGE.

Lethal White Notes: Reflections Playboy has been tested to carry the Lethal White gene. While we do not require mares to have been tested for the Lethal gene, we do recommend it. A live foal guarantee will apply to Lethal Positive mares. There will be NO Color Guarantee offered.

Color Guarantee: This contract is for a limited color guarantee. If the foal that results from this breeding results in a solid colt, which is ineligible to receive regular registry papers with the APHA and is deemed a Solid Bred, you may rebreed the same mare the same year said foal is born only. Mare owner will be responsible for a booking fee of \$250, and \$150 for each shipment needed and requested. There are NO guarantees on Solid Bred fillies. Color Guarantee will apply only to APHA (Regular and Solid Bred) registered mares. If the said foal is later found to have enough white to advance to regular registry, Mare Owner will be responsible for pay the

balance of the stud fee set during the 2011 breeding season.

Other Conditions (which may only apply to on farm breedings if required):

1. Breeder is held harmless from all liability other than what is listed below in section 3.
2. Mare must be halter broke, free from infectious or contagious disease, wormed regularly, vaccinated annually as required by their veterinarian and certified to be in good physical and sound breeding condition prior to delivery to the Breeders Farm, and there after during her pregnancy. Any mare, not a maiden mare or currently in foal must have a negative culture prior to being bred. Breeder reserves the right to refuse to breed any mare should said mare prove to be unacceptable, either due to breeding difficulties or an intractable nature if breeding is required at the Breeder's farm. Owner may substitute an acceptable mare in this instance. Copy of registration papers (both sides), breeding soundness exam results (including statement of negative culture) is required prior to semen being shipped.
3. Breeder will exercise judgment consistent with recognized standards in care and supervision of mare and/or foal. Breeder assumes responsibility for arranging veterinarian services as necessary while at the Breeder's farm. Breeder's Veterinarian will examine mare for normal breeding conditions and administer medical care as deemed necessary for the health and safety of the mare and/or foal. Mare Owner will pay all Veterinarian expenses.
4. If a mare fails to settle for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare and agrees to follow the conditions described in the contract.
5. It is further agreed that should the above named stallion die, or become unfit for service; or if the above named mare dies during that breeding season, then the Mare Owner may substitute another mare or breed the above named mare to another stallion owned by Stallion Owner, that is currently standing at the Breeder's Farm that is agreed to by both Mare Owner and Breeder, but no monies will be refunded for any reason.
6. When the above named Mare Owner signs and returns one copy of this contract to the Breeder, it will then be a binding contract on both parties, subject to the above conditions and terms.
7. This contract is non-assignable and non-transferable.
8. This contract is entered into in the State of Arizona, Maricopa County, in the city of Phoenix, and shall be enforced and interpreted under the laws of that jurisdiction. If any clause in this contract is against State Law, then that individual clause shall be null and void.
9. Should it be necessary for Breeder to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, Mare Owner shall pay all attorney fees, costs of suits and other expenses reasonably related to enforcing this contract.
10. This contract represents the entire agreement between both parties. No other agreements, verbal or implied, are included unless specifically stated in this written agreement. When Mare Owner and Breeder sign this contract, it will then be binding on both parties subject to the above terms and conditions.

Breeder's Signature Date: _____

Mare Owner's Signature Date: _____

Address: _____

City: _____ St: _____ Zip: _____

Day time phone: _____ Evening phone: _____

If Mare Owner is a minor, legal guardian or parent must also sign this contract:

I _____ hereby certify that I am the parent/legal guardian of the above-mentioned Mare Owner. I accept all responsibility, both legally and financially for the breeding of the said mare listed on this contract.

Signed this _____ day of _____, 200_____.

_____ (Parent/Guardian's signature)