

MELBOURN QUARTER HORSES

ENTITLEMENT

SHIPPED SEMEN STALLION SERVICE CONTRACT

I hereby agree on the _____ day of _____ 2009 to breed the mare below to the Stallion, **ENTITLEMENT**, Reg# 3783137 for the **2009** season using cooled transported semen subject to the following conditions:

Name of Mare _____ **Registration#** _____

Breed _____ **Owners on Papers** _____

The Total Breeding Fee for Entitlement for the 2009 season is: **\$1,000.00** payable to Melbourn Quarter Horses. The stud fee shall be payable minimum of (10) days before semen will be shipped unless the stud fee is paid with cashiers check, money order, or credit card which may be paid anytime prior to shipment. At no time will any shipment be made without the Total Breeding Fee being paid in advance. There is a \$275.00 fee per shipment of cooled semen which includes shipment via Federal Express. Additional charge is \$25.00 for Saturday Federal Express deliveries. If Semen is picked up at the ranch, the fee is \$100.00 per semen packet per mare. If Shipment needs to be sent same day via Air Cargo, the customer will pay a \$350.00 shipped semen fee prior to shipment of semen. All semen shipment fees and or semen pickup fees **MUST BE PAID** prior to shipment.

1. A non-refundable booking fee of \$200.00 is payable with the contract. The balance of \$800.00 and service charges for the first shipment (see below) are due before any semen will be shipped. No contract will be approved until fees are paid.
2. The Stallion Owners have the right to set a limit of two (2) shipments per breeding cycle per mare and five (5) shipments per breeding season per mare. Stallion Owner will begin shipping cooled semen in February 1, of the current breeding season and end in June 30th. A request for a shipment of cooled semen must **by 5:00 pm pacific time** the evening prior to shipping time. Late orders are not guaranteed. Cancellation must be made **by 8:00 am pacific time on shipping day to avoid a \$75 cancellation fee**. Any late orders for semen that involve hiring a courier to deliver semen to a Federal express drop-off location will result in a \$50 courier fee. We will ship on a first requested, first served basis. At no time will the Stallion Owner make a guarantee that cooled semen will be available for a specific day. If orders have been filled for cooled semen frozen semen will be available per request for an additional fee.
3. Stallion Owners agree to ship cooled semen as described above. If a mare fails to settle for any reason, mare owner will hold Stallion Owners blameless.
4. Live Foal Guarantee: Live foal means the foal shall stand and nurse. If the foal is born dead, return privileges shall apply only if Stallion Owner is notified with seven (7) days thereof and receives a veterinarian's statement confirming death within 30 days. Return privileges shall apply only to the next normal breeding period. A non-refundable Rebreed fee must be paid prior to the mare being rebred. 'A substitute mare may be sent only if the original mare has died or is deemed unfit for breeding at the sole discretion of the Stallion Owner. No refunds will be given at anytime for any fees including the stallion breeding fee, or semen shipment fees.
5. The parties further agree that should the Stallion die or become unfit for service for any reason, then this contract shall become null and void (including the live foal guarantee) and both parties are relieved of any further obligation hereunder except that Mare Owner shall pay for all other expenses actually incurred including the payment of the breeding fee and all shipped semen fees. The Live Foal Guarantee in this contract is non-transferable and non-assignable and should Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. In the event the Stallion Owner agrees to the transfer or assignment of the "live foal guarantee" rights under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.
6. Genetic Diseases: The Breeder shall be held harmless of any horses with genetic diseases (**HYPP**). If the said Mare Owner has a **HH** (double positive) foal, the Mare Owner shall have the option of returning the double positive foal to the Breeder in return for a rebreed the following year. (The foal must be returned to the Breeder before Mare Owner is entitled to a rebreed.) This also applies to a cremello or albino foal.
7. There is no paint Color Guarantee.
8. A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of birth of foal.

9. Mare owners that chose not to breed via shipped semen may take their mare to the breeding farm. The breeding farm (TJ Enterprises) charges a separate mare handling and \$11.00 a day mare care. Payable to the breeding farm.
10. The parties acknowledge that this agreement is made and shall be entirely performed within the County of Bonner, State of Idaho and shall be construed and enforced under the laws of the State of Idaho.
11. A PHOTO STATIC COPY OF THE REGISTRATION PAPERS (BOTH SIDES ON THE ABOVE NAMED MARE ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the Registration Certificate will be recorded on the Stallion Breeding Report.
12. When the mare owner signs and returns this contract to the Stallion Owner and the Stallion Owner signs this contract, it will then become a binding contract on both parties subject to the above terms and conditions, except by written mutual consent of the parties thereto.

Mare Owner: _____

Signature: X _____ Date: _____

Address _____

City/State/zip: _____

Telephone: (Work) _____ (Home): _____ (Cell): _____

Fax: _____ Email address: _____

Credit card Information: (card will be charged upon receipt of contract)

Please charge my credit card for all fees incurred in breeding my mare:

___ Visa ___ MasterCard Names of Cardholder: _____

Billing Statement Address: _____

Card# _____ Exp. Date _____ 3# on back of card _____

Signature: _____ Phone: _____

Stallion Owner Signature: _____ Date: _____

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