

TRANSPORTED SEMEN CONTRACT



www.7HRQuarterHorses.com

Herman and Gwenda Rose
P.O. Box 26 Pettus, TX 78146
(361) 375-2319 (361) 375-3158 fax

I HEREBY AGREE TO BREED MY MARE _____ Reg No. _____
To: _____ for the _____ season.

1. **Breeding Privilege** Mare Owner does hereby agree to breed the mare identified above ("Mare") to the stallion identified above ("Stallion") for the _____ breeding season. The stallion service fee is \$ 750.00, PAYABLE TO 7HR QUARTER HORSES. A \$250.00 non-refundable TRANSPORTED SEMEN FEE (to cover the cost of vet services) plus shipping (to be determined based upon location of Mare Owner) payable to 7HR QUARTER HORSES must be included with this contract. The balance must be paid prior to ordering semen. Mare Owner agrees that upon signing this contract that it becomes a binding contract, subject to the terms and conditions herein.

2. **Breeding Season** 7HR Quarter Horses has reserved one breeding season in _____ to the Stallion for cover of the Mare. Breeding Season begins February 1st and ends July 15th.

3. **Charges** Mare Owner agrees to pay the stallion service fee prior to semen shipment. Mare Owner agrees to pay for all courier, shipping, and handling charges which may be incurred as a result of this Agreement.

Shipping Fees: Please contact 7HR Quarter Horses to determine shipping costs prior to sending this contract. A \$250.00 transported semen fee plus shipping must be included with this contract. Mare Owner is responsible for the shipping charges to return the Equitainer to 7HR Quarter Horses; Additional Shipments: \$250.00 + shipping each.

4. **Shipping Container** Mare Owner agrees to return shipping container immediately (within 5 days of receipt) via Second Day Air Service at Mare Owner's expense or a \$30.00 per day rental fee will be charged. Should Mare Owner fail to promptly return the shipping container with all parts intact to 7HR Quarter Horses, or the return address on the equitainer, Mare Owner agrees to pay for its value in an agreed upon amount of \$350.00.

5. **Semen Ordering** Requests for semen shipment must be made the day before semen is needed by 5:00 PM CST, messages left on a recorder are not considered a valid order. Collection Days are MONDAYS, WEDNESDAYS, AND FRIDAYS – no exceptions. Cancellations must be made by 8:00AM CST on the day of shipment; otherwise a shipping fee will have to be charged. Semen will be shipped to the address provided with this contract. All address changes will be the responsibility of Mare Owner. All fees must be paid prior to shipping.

6. **Cooled Semen Handling** Mare Owner is responsible for breeding Mare and must comply with breed registry requirements. Mare Owner agrees that a licensed equine veterinarian will inseminate the Mare. Mare Owner agrees to have mare inseminated within 24 hours, but not more than 72 hours, after collection from the Stallion. Mare Owner agrees to use all semen for the Mare named in this Agreement and no other. Mare Owner agrees to notify 7HR Quarter Horses immediately if semen arrives in poor condition or shipping container has been tampered with.

7. **Conditions** Mare Owner whose signature appears below warrants that it is the owner of record, lessee, or authorized agent of the above named Mare. Mare Owner represents to 7HR Quarter Horses that mare is healthy and in sound breeding condition. Mare Owner agrees to provide a copy of registration papers with this Agreement.

8. **Return Breeding Right** Live foal guaranteed with return privilege the following season by stallion owner only if mare fails to produce a live foal after being sent home in foal. It is understood that should the foal not stand and nurse, mare owner will be entitled to a return privilege the following year only. This guarantee applies only if mare owner notifies stallion owner within one week from death of foal. This notice must be accompanied by a statement from a licensed veterinarian. If the mare proves not to be in foal, the stallion owner has the option to rebreed the same mare the following year or refund the stallion service fee, and this contract shall terminate. Stallion owner may require the breeding to be performed at 7HR Quarter Horses rather than through shipped semen. If the mare should fail to become pregnant, lose the pregnancy or the foal dies; the non-refundable \$250.00 transported semen fee will be due prior to the mare being rebred the following year. If the mare dies or becomes unfit for breeding, the mare owner may return the following year with a substitute mare approved in advance by the stallion owner. Unless otherwise agreed to in writing, all guarantee privileges are automatically lost and forfeited if Mare: is bred to any other stallion before being bred back to the Stallion, if the Mare Owner fails to deliver the Mare for rebreeding the following breeding season, or if the Mare is sold or otherwise disposed of prior to the birth of the foal, or if Mare Owner fails to pay all fees and expenses.

9. **No Warranty** 7HR Quarter Horses and Stallion Owner make no warranty or guarantee that semen will be available for delivery within a certain time period. Mare Owner understands that shipped semen is available on a first-come, first-served basis with mares at 7HR Quarter Horses taking priority. Orders made on collection day are at a high risk of refusal. While every effort will be made to ship viable semen. 7HR Quarter Horses and Stallion Owner make no guarantee that the semen will safely reach the insemination point without losing integrity, quality or characteristic, or that shipping company will deliver in a timely manner.

10. **Waiver of Liability** Mare Owner agrees to diligently try to settle Mare. If, however, Mare does not settle, Mare Owner agrees to hold harmless and release Stallion Owner, 7HR Quarter Horses and their respective agents, employees, representatives, assigns, affiliated persons, and/ or others acting on their behalf from any loss or damage. Mare Owner agrees 7HR Quarter Horses and Stallion Owner, its agents, employees, representatives, or assigns shall not be responsible for any disease, injury, death, or accident to the Mare (and foal, if any).

11. **Certificates and Substitutions** A "Breeder's Certificate" will be issued by the stallion owner upon notification of the birth of the foal by the mare owner.

12. Mare Owner understands and agrees that neither 7HR Quarter Horses nor Stallion Owner, and/or their representatives will be held responsible for accidents, sickness or death to the mare and/or foal. Furthermore, mare owner agrees that the above named parties shall not be held liable for any

negligence or errors and that the above named parties may exercise their judgment in supervising and caring for mare and foals. The above named parties assume no liability for mare owners.

13. Venue for any dispute arising from this contract shall occur in Bee County, Texas.

7HR Quarter Horses Signature: _____ Date _____

Mare Owner Signature: _____ Date _____

Mare Owner _____	P hone _____
Address _____	Work _____
City _____	Mobile _____
State _____	Email _____
Zip Code _____	Fax _____

Name and Address Where Semen Will Be Shipped if different than above:

Name _____	P hone _____
Address _____	Work _____
City _____	Mobile _____
State _____	Email _____
Zip Code _____	Fax _____

PLEASE CHECK WITH FEDEX:

Saturday Delivery Available? Yes / No (please circle one)
Hold For Delivery? Yes / No (please circle one)

Shipping Costs

- Transported Semen Fee \$250.00
- Stallion Service Fee \$750.00
- Shipping Fee (Fed Ex) (Call Before Sending Contract)

Name and Address Where For Saturday Delivery if different than above:

Name _____	P hone _____
Address _____	Work _____
City _____	Mobile _____
State _____	Email _____
Zip Code _____	Fax _____

All fees not prepaid are authorized to be charged to the following credit card account.

CARDHOLDER NAME (PRINT): _____

CARD NUMBER: _____

EXP. DATE: _____

3-DIGIT SECURITY CODE ON BACK OF CARD: _____

CARDHOLDER SIGNATURE: _____

OFFICE USE ONLY

Stallion Fee Paid: Amount \$ _____	Date _____	Check # _____	Credit Card _____
Shipped Semen Fee: Amount \$ _____	Date _____	Check # _____	Credit Card _____
Shipped Semen Fee: Amount \$ _____	Date _____	Check # _____	Credit Card _____
Shipped Semen Fee: Amount \$ _____	Date _____	Check # _____	Credit Card _____