

TRANSPORTED COOLED SHIPPED SEMEN BREEDING CONTRACT



11463 So. Polo Club Court, South Jordan Utah 84095
Lane Myers 801- 573-2535 Fax # 801-254-5521

MR. Fastidious 2008 Palomino Overo Stallion N/N

This transported cooled semen stallion breeding contract is for the breeding season of 2010, made and entered into on the ____ day of _____, _____, is by and between Myers ranch LLC, Stallion Owner and

_____, Mare Owner. Mare Owner agrees to breed the mare _____ # _____ to Mr. Fastidious A.P.H.A. # 934084 and P.H.B.A # 86017 for a stud fee of **\$500.00** for a live foal, subject to the following conditions.

1. The stud fee must be paid in full before initial semen will be shipped (out of state checks require 10 days to clear).
2. Stallion owner agrees to ship semen according to the RULES FOR TRANSPORTED SEMEN.
3. A copy of the mare's registration papers must be included with the signed Contract along with a Completed SHIPPING INFORMATION FORM.
4. Shipping fee is \$200.00. This is for semen collection, preparation and shipping
5. A \$100.00 airport courier charge will be assessed to all counter to counter shipments. If shipment is lost or delayed, Mare Owner assumes all risks of lost time and expense associated with preparation of his/her mare for breeding.
6. Shipped semen requests will be filled in the order received. Clinic prefers Monday, Wednesday, Friday collections.
7. Stallion owner will not be held responsible for any time delays or time lost for any unforeseen accident or other circumstances that may arise in shipping or otherwise.
8. Live Foal Guarantee. If the mare does not produce a live foal in 2011, a rebreed will be allowed for the same mare or a substitute mare (with Stallion owner's approval) for the 2012 season only. If a mare fails to settle, for any reason, Mare Owner will hold Stallion Owner blameless. . Mare owner must pay an additional \$200.00 collection/shipping for each shipment.
9. It is the Stallion Owner's responsibility to provide the Mare Owner with (2) two packages of semen in an industry standard container.
10. This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses. If foal is born dead, there are return privileges, as outlined above, for the following season only if Stallion Owner is notified within thirty (30) days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort or prove barren, Mare Owner has the privilege to return her for only the following year.
11. A "Breeders Certificate" will be issued for the foal, conceived by this mating, when ALL stallion fees and all other expenses have been paid in full; and, when mare has produced a live foal by this mating.

12. It is further agreed that should the above named stallion die, be sold by owner, or become unfit for service prior to settling the mare, that the Stud Fee less the shipping Fees will be refunded, if it has been paid in full, however if mare has settled, there shall be NO refunds. If mare dies or becomes unfit to breed before being pronounced safe in foal, mare owner may substitute mare, but must be approved by Stallion owner.

13. This contract is non-assignable and non-transferable.

14. This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied, are included unless specifically stated in this written Contract. The original contract will be kept on file at Myers Ranch L.L.C and a copy provided for the Mare Owner. When Mare Owner and Stallion Owner have signed this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Mare Owner's signature _____ Date _____
Print name _____
Address _____ City _____ State _____
Phone _____ Daytime Phone _____
E-Mail Address _____

SHIPPING INFORMATION FORM

NAME OF MARE: _____ Registration# _____
MARE OWNER'S NAME: _____
E-mail Address _____
SHIPPING ADDRESS: _____

Must be street address or rural route

PERSON RECEIVING SHIPMENT: _____
PHONE NUMBER (WITH AREA CODE): _____

Myers Ranch L.L.C _____ Date _____