



STALLION SERVICE CONTRACT

241 31 3/10 RD

Grand Junction, CO 81503

CELL: 970-640-8618

E-mail: sherylmease@gmail.com Website: www.houstonshineaqha.com

1. This Contract is made and entered into the ____ day of _____, 2020. By and between _____, ("mare Owner") and Sheryl Mease ("Breeder")
2. I hereby agree to breed the mare _____, Breed Reg# _____ owned by: _____ to the **STALLION HOUSTON** with shipped cooled semen or on the farm breeding. Owner agrees to pay the entire stallion service fee prior to shipping (include a copy of the completed stallion contract). If the containers are not returned the mare owner's credit card will be charged accordingly. Mare owner will be charged for the repair of containers returned damaged or replacement of missing parts. All expenses will be charged to the Mare Owner's credit card at time of service and are non-refundable.
3. Collection days are Mondays, Wednesdays and Fridays only for delivery on Tuesday, Thursday and Saturday only.
4. Notice of request for semen must be received by 2 pm (Mountain Time) the day prior to needing semen **shipped**, subject to having a finalized breeding agreement in place and all required fees having been paid in full. We reserves the right to refuse collection services and/or charge additional late fees to requests that do not follow our required notice policy.
5. FEES:
Breeding Fee for Stallion is \$ _____
A nonrefundable booking fee of \$ _____ must be paid when mare owner returns this contract. This fee will be applied towards the breeding fees due.
Collection fees, shipping fees and container fees will all be paid directly to **Walsh Quarter Horses**.
Collection/Shipping/Container Fee: \$ _____.
Additional shipments if needed, shall be \$ _____ each, pre-paid.
6. BREEDING OF THE MARE WITH SHIPPED COOLED SEMEM OR ON THE FARM BREEDING:
The mare shall be in healthy and sound breeding condition. The mare owner is responsible for all facets of breeding the mare and agrees to comply with all related breed association requirements concerning the use and handling of cooled semen. The mare owner agrees to use his/her best efforts to perform insemination procedure within 48 hours after collection of semen from the Stallion. The mare owner agrees that a licensed veterinarian or an individual who is qualified and experienced in the use and handling of cooled semen will perform the insemination. The Mare Owner agrees to use all semen provided by this Agreement for the mare named in the Agreement and no other. AS THE USE OF COOLED SEMEN IS AN EMERGING TECHNOLOGY, THE STALLION OWNER MAKES NO WARRANTY OR

GUARANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO COOLED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. WE MAKES NO GUARANTEE OF DELIVERY WITHIN A CERTAIN TIME PERIOD AND MAKES NO GUARANTEE THAT THE COOLED SEMEN WILL SAFELY REACH THE INSEMINATION POINT WITHOUT LOSING INTEGRITY.

All request for Semen, cancellations and shipment inquiries shall be directed to:

Walsh Quarter Horses at 970-249-0998

7. LIVE FOAL GUARANTEE:

Mare owner must furnish a veterinary certificate confirming that Mare is or is not in foal as a result of the Cooled Semen insemination within 60 days post breeding. Failure to notify Breeder within 60 days will void the live foal guarantee.

Live foal shall be defined as foal shall stand and suck without assistance and survive the first 24 hours. Should it not, Owner will be entitled to a return privilege for the same mare for the following season **ONLY. This guarantee will apply only if we are notified within 48 hour of the foal's death. Statement of details by a licensed veterinarian must follow within 10 days or guarantee becomes null and void.**

If Mare does not settle, a return season will be guaranteed for the following year, only if provided proper notification is given to Breeder.

Proper notification shall be defined as written certification by a licensed veterinarian within seven (7) days from the date Mare is proved not to be in foal or loses her foal as set forth above and Mare Owner must certify that such abortion or death did not result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Foal Guarantee.

The Live Foal Guarantee shall be void if Mare is abused, participates in a race, race training or a racing event, or otherwise participates in hazardous activity after being pronounced safe in foal.

Proof of rhinopneumonitis vaccination during the course of pregnancy is required, or live foal guarantee is null and void.

Mare Owner understands and agrees that neither Breeder nor Breeding Facility shall be held liable for the loss, abortion or death of said foal.

8. TERMINATION:

It is further agreed that should the above named Stallion die or become unavailable for service, or if the above named Mare dies during the breeding season, the Mare Owner may substitute another mare or use frozen semen, if available.

The Stallion Owner and the Mare Owner will be released from any further obligation under this Agreement.

9. Breeding for the 2020 season will start February 15 and terminate on June 30 (or later with special consideration) for the above named stallion. If a confirmed pregnancy has not occurred by this date, immediate contact and arrangements must be made with stallion owner.

10. This Contract shall not be transferable by Mare Owner without the prior written consent of Breeder.

11. This Contract is entered into, and shall be interpreted and enforced under the laws of the State of Colorado. Any legal action must be brought in Mesa County, Colorado. 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 reasonable attorneys' fees, cost of suit and other expenses reasonably related to enforcing this Agreement.

12. This Contract represents the entire agreement between the Mare Owner and the Breeder. No other agreements or promises, verbal or implied are included, and amendments to or modifications of the

terms of this agreement, must be in writing. Each party should individually initial additional comments. If no additional comments, initial here (_____) Mare Owner, (_____) Breeder.

Mare Owner Signature: _____

Printed Name: _____

Address: _____

Email address _____

Home Phone: _____

Cell Phone: _____

Work Phone: _____

THE FOLLOWING INFORMATION MUST BE COMPLETED AND FURNISHED TO BREEDER AT THE TIME THE CONTRACT IS SUBMITTED.

A. Mare Information

Mare's Name _____ Registration # _____.

Owner's Name (as appears on papers): _____.

Breed: AQHA APHA TB Other _____ Color: _____

Mare is (Please circle one): Maiden Open in Foal, if so, last breeding date _____.

Estimated date when first shipment is required ____/____/____

B. Owner Information

Name of Mare Owner _____

Address _____

City _____ State _____ Zip _____

Telephone _____ E-Mail _____

Emergency Contact: _____

Emergency Number: _____

C. Veterinary Information for Delivery of Cooled Semen

Veterinarian's Name _____

Address _____

City _____ State _____ Zip _____

Telephone _____

E-Mail _____

Emergency Contact _____

Emergency Number _____

CREDIT CARD INFORMATION

We accept Visa, cashier's check or personal check, PayPal, Master Card and Square for payment of the Breeding Fees, Booking Fee and Shipping and Collection Fees.

Charge to my: () Visa () Check () PayPal () Master Card () Square

Card Number: _____ - _____ - _____ - _____ Authorization Code: _____

Name on Card (Please Print): _____ Expiration Date: _____

Card Holder's Signature: _____ Date: _____

PAYMENT INFORMATION

\$ _____ Breeding Fee (paid to breeder Sheryl Mease)

\$ _____ Collection, Shipping and Container Fee (paid to Walsh Quarter Horses)

\$ _____ Total

ADDITIONAL SHIPMENTS

I authorize that additional shipments may be charged to the credit card listed above when verbally ordered by me or my agent(s).

Card Holder's Signature: _____ Date: _____