



TRANSPORTED SEMEN CONTRACT

3771 FM 811 Centerville Texas 75833

Horse Quarters 903-536-3286 Fax 903-536-3294

I HEREBY AGREE TO BREED MY MARE _____ Reg No. _____

To _____ Registration Number _____ for the 2012 season.
Mare Owner agrees that upon signing, it becomes a binding contract, subject to the terms and conditions herein.

- 1. Breeding Privilege.** Mare Owner does hereby agree to breed the mare identified above ("Mare") to the stallion identified above ("Stallion") for the 2012 breeding season. The stallion service fee is \$ _____ PAYABLE TO STALLION OWNER. Center Ranch LLC also applies a \$500.00 non-refundable TRANSPORTED SEMEN FEE (to cover the cost of the Chute Fee and first semen shipment) payable with this contract to Center Ranch LLC.* The balance must be paid prior to ordering semen.
- 2. Breeding Season.** The breeding Season begins February 15st and ends July 15th. During the season, collections are Mondays, Wednesday, and Fridays. There are no exceptions.
- 3. Charges.** Mare Owner agrees to pay the stallion service fee and transported semen fee prior to semen shipment. Mare owner agrees to pay for all couriers, shipping, and handling charges that may be incurred as a result of this Agreement. All fees must be paid in advance. Unless Center Ranch LLC has received a check that is cleared prior to shipment, charges will be applied to the credit card on file at the time of shipment. The credit card form must be completed and returned before contract will be executed.
- 4. Shipping Container.** Mare Owner understands that the shipping container is the sole property of Center Veterinary & Reproduction Services, PLLC (referred to CV&RS PLLC herein). Mare Owner agrees to return shipping container immediately (within 3 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 CV&RS PLLC within 15 days, a one-time fee of \$400 will be charged.
- 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. Again, collection days are Mondays, Wednesday, and Fridays. 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 and must be approved in writing by a representative of Center Ranch LLC. 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 of receipt of shipment, and 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 CV&RS PLLC 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 Center Ranch LLC and CV&RS PLLC that mare is healthy and in sound breeding condition. Mare Owner agrees to provide a copy of registration papers with this Agreement.



TRANSPORTED SEMEN CONTRACT (cont'd)

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. 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 only. Stallion Owner may require the breeding to be performed at Center Ranch LLC rather than through shipped semen. 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. Center Ranch LLC, CV&RS PLLC 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 Center Ranch LLC taking priority. Orders made on collection day are at a high risk of refusal. While every effort will be made to ship viable semen, CV&RS PLLC . makes 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, Center Ranch LLC, CV&RS PLLC and their respective agents, employees, representatives, assigns, affiliated persons, and/ or others acting on their behalf from any loss or damage. Mare Owner agrees Stallion Owner, Center Ranch LLC, CV&RS, PLLC, 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. It is understood that should the above named stallion die, or become unfit for service, this contract shall become null and void and the Stallion Owner, will refund the stallion fee.

13. Mare Owner understands and agrees that neither Stallion Owner, Center Ranch LLC, CV&RS PLLC , 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.

14. Venue for any dispute arising from this contract shall occur in Leon County, Texas.



TRANSPORTED SEMEN CONTRACT (cont'd)

Mare Owner Signature: _____ **Date** _____

CENTER RANCH LLC Signature: _____ **Date** _____

Mare Owner _____ **Phone** _____

Address _____

City, State, Zip Code _____

Work Phone _____ **Fax** _____

Email, Cell Phone, or additional numbers: _____

SHIPPING COSTS	
<input type="checkbox"/>	Transported Semen Fee
<input type="checkbox"/>	Stallion _____
<input type="checkbox"/>	Shipping Fee \$250.00 per shipment
<input type="checkbox"/>	_____

Name and Address Where Semen Will Be Shipped:

Name _____ **Phone** _____

Address _____

City, State, Zip Code: _____

Other Phone _____ **Fax** _____

PLEASE CHECK WITH FEDEX: Saturday Delivery Available? Yes / No (check one)
 Hold For Delivery? Yes / No (check one)

Name and Address for Saturday Deliveries if different from above:

Name _____ **Phone** _____

Address _____

City, State, Zip Code: _____

OFFICE USE ONLY -- CONTRACT # _____		Mare: _____	
Stallion Fee Paid:	Amount \$ _____	Date _____	Check # _____ Credit Card _____
Shipped Semen Fee:	Amount \$ _____	Date _____	Check # _____ Credit Card _____
Shipped Semen Fee:	Amount \$ _____	Date _____	Check # _____ Credit Card _____