



## SHIPPED SEMEN CONTRACT

CENTER RANCH, LLC  
3582 FM 811 Centerville, TX 75833  
Phone 903.536.7090 | Fax 903.536.3294

CV&RS  
3771 FM 811 Centerville, TX 75833  
Phone 903.536.2424 | Fax 903.536.3294

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 \$ \_\_\_\_\_, PAYABLE TO STALLION OWNER. A \$250.00 non-refundable SHIPPED SEMEN FEE (\$250 per shipment for the first two heat cycles) is payable with this contract to Center Ranch, LLC. The balance must be paid prior to ordering semen. If the mare is found not to be in foal by the third heat cycle, a \$650 SHIPPED SEMEN FEE will be incurred. Payment for SHIPPED SEMEN for the third heat cycle must be received prior to shipment. All shipment fees after the third heat cycle will return to \$250. Full payment prior to shipment is required. Mare Owner agrees that upon signing this contract that it becomes a binding contract, subject to the terms and conditions herein.

2. **Breeding Season.** Center Ranch, LLC has reserved one breeding to the above stated Stallion for cover of the Mare. Breeding Season begins February 1<sup>st</sup> and ends July 15<sup>th</sup>.

3. **Charges.** Mare Owner agrees to pay the stallion service fee and SHIPPED 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. The credit card section on back must be completed before contract will be executed.

**Shipping Fees: First Shipment is included in SHIPPED SEMEN FEE. Mare Owner is responsible for the shipping charges to return the Equitainer to CV&RS.**

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. Mare Owner agrees to pay for its value in an agreed upon amount of \$400.00.

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, Wednesday, 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 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.

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 only. Stallion owner may require the breeding to be performed at Center Ranch, LLC rather than through shipped semen. If the mare should fail to become pregnant, lose the pregnancy or the foal dies; the non-refundable SHIPPED 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.** 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. 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.

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

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: \_\_\_\_\_

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

**Name and Address for Saturday Deliveries if different from above:**

Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Shipping Costs	
<input type="checkbox"/>	Shipped Semen Fee \$250.00
<input type="checkbox"/>	Stallion _____
<input type="checkbox"/>	_____

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 \_\_\_\_\_