



SHIPPED SEMEN BREEDING CONTRACT

I hereby confirm my booking for one service during the **2020** breeding season to the stallion **BIG SKY DRIVIN,** **AOHA #5736783** owned by Helen Weaver, hereafter referred to as "Stallion Owner," and managed by Rising C Equine, hereafter referred to as "Stallion Agent" for:

Mare _____ Registry/ Reg. No. _____

Mare's Color: _____ Age: _____ Markings/Brands: _____

Anticipated Breeding Date: _____ Last Foaling Date: _____ Referred by: _____

Such confirmation is based upon our agreement as follows:

1. Payments due from Mare Owner:

^ Shipped Semen Fee for Stallion:	\$	<u>1000.00</u>	(includes \$300 non-refundable booking fee).
+ Collection/Shipment Fee*	\$	<u>350.00</u>	
= Total Cost:	\$	<u>1350.00</u>	

^ **DISCOUNT** of \$300 off Stallion Fee if all fees paid in full and contract is received by December 31, 2019.

^ *A fee of **\$350** for each shipment of semen, which includes costs associated with the collection and preparation of semen, will also be required in addition to the Service Fee. This fee includes FedEx or UPS costs for shipping the semen, which is Mare Owner's responsibility. There may be an additional charge for Saturday Delivery (where available).

^ A fee of **\$100** will be charged for any shipping container not returned within 7 days of shipment.

^ **ALL breeding and shipping fees must be paid in full before semen is shipped, no exceptions!**

2. Semen will be shipped only to a licensed veterinarian or breeding farm associated with a licensed veterinarian. A licensed veterinarian or certified AI technician must inseminate mare. It is strongly recommended to take your mare to a veterinarian or breeding farm for management of breeding.

3. Reservation for Semen

^ Mare Owner warrants that named mare is free from contagious or infectious disease, is in good health, and is at an acceptable weight.

^ The Stallion will be collected on breeding days (Monday/Wednesday/Friday) beginning February 15, 2020 through June 30, 2020. We will make every effort to accommodate special requests and/or extenuating circumstances. Semen will be shipped Federal Express, Priority Overnight or UPS Overnight Air. Same day counter-to-counter airline service is not available from our location. Stallion Agent is not responsible for lost, late, or damaged shipments that are a result of FedEx, UPS, courier or airline flights.

^ Semen must be requested at least 24 hours in advance. When practical, pre-notice of request will be given two to three days in advance. If medical therapy is utilized to bring the mare into heat, Stallion Agent must be notified in advance as to when the therapy will be administered. Confirmation of the request must be made no

later than 5:00pm MST on the day prior to shipping and cancellation of the shipment must be made by 8:30 am MST on the day of the shipment, no exceptions! Request for the shipment must be made by the veterinarian, veterinarian's designated agent, or the breeding farm manager. The mare shall be maintained in such a way that she may be teased, palpated, and ultrasounded daily to allow best determination of the mare's estrus cycle.

Veterinarian/Breeding Farm _____ Phone for Veterinarian: _____

Shipping Address: _____ Mailing Address: _____

Breeding Farm (if any): _____ Vet/Farm Phone: _____

Vet/Farm Contact: _____ Vet/Farm Fax: _____

4. Stallion Agent and/or Stallion Owner reserve the right to refuse substitution of another mare unless the original mare has been deemed unfit for breeding.
5. If an embryo transfer is done on the mare, Stallion Agent must be notified prior to shipment that an embryo transfer is intended and as to whether an embryo was attained at day seven. Stallion Agent will not ship any further shipments of semen until the recipient has been ultrasounded by a licensed veterinarian and a report made to Stallion Agent that the recipient is open. An embryo transfer resulting in more than one recipient mare in foal at thirty days requires an additional stud fee payment for each pregnant mare.
6. Live Foal Guarantee
 - ⤴ This contract contains a "LIVE FOAL GUARANTEE". A live foal is described as a newborn which stands and nurses without assistance. If a foal is born dead, there are re-breed privileges only IF STALLION AGENT IS NOTIFIED WITHIN ONE WEEK BY A VETERINARIAN'S STATEMENT CONFIRMING THE DEATH.
 - ⤴ It is agreed that should the mare miscarry, abort, or prove barren after being pregnancy checked and found to be in foal, the Mare Owner has REBreed PRIVILEGES TO REBreed SAID MARE FOR BREEDING DURING THE IMMEDIATE FOLLOWING YEAR, from the date of this contract, as long as mare owner can certify that mare was given EHV-1 vaccinations at the appropriate intervals throughout pregnancy. Open mares that are to re-breed to the stallion for a qualified re-breed shall be at the receiving veterinarian's or breeding farm ON OR BEFORE MARCH 1st OF THE IMMEDIATE FOLLOWING YEAR. A substitute mare may be used if original mare is deemed unfit for breeding, at the discretion of Stallion Agent. However, Mare Owner agrees to maintain the bred mare in good condition during the term of her pregnancy.
7. It is further agreed that should the stallion die or become unfit for service, the stud fee, less the booking fee and any shipping fees acquired shall be refunded to the Mare Owner. If semen has not been shipped, then all but non-refundable fees shall be returned. (Stallion Agent and/or Stallion Owner will determine unfitness). Also, neither the Stallion Owner(s) or agents guarantee the conception rate, quality of semen upon arrival, or productivity to be obtained in connection with the use of its products or recommended techniques.
9. Registration certificate
 - ⤴ Breeding certificate shall only be issued when all fees (Service, Collection, and any applicable Veterinary Charges) have been paid in full and mare has been confirmed in foal via ultrasound by a licensed veterinarian at 15 days and again at 45 days after breeding. Stallion Owner(s) and Stallion Agent agree to execute all necessary documents of the registration of the offspring of the breeding. Stallion Owner(s) and/or Stallion Agent will not be responsible for registration of the resulting foal. In the event the breeding fees are not paid in full, mare will not be included on the breeding report and any fees associated with getting the breeding reported by the Stallion Owner(s) to the breed association (AQHA/APHA/Jockey Club etc) will be paid by the

Mare Owner. This includes any late or penalty fees. Stallion Owner(s) will also not be responsible for any late fees associated with submitting a late Shipped Semen Report, if applicable.

10. Shipped Semen Legal Rights of the Stallion Owner:

- ▲ Semen is shipped with the understanding that it is to be used solely to breed the mare named in this contract. Any attempts to use any portion of semen shipped to Mare Owner to breed to any other than designated mare named in this contract shall automatically terminate all obligations of the Stallion Owner(s) and/or Stallion Agent, including (but not limited to) the Live Foal Guarantee, rights to additional semen, and rights to resulting foals. All of the Mare Owner's rights provided by this breeding contract shall be forfeited and the Mare Owner shall be liable for the amount up to the cost of breeding for every unapproved mare inseminated whether a foal was produced or not. Legal relief will be sought by the Stallion Owner and/or Stallion Agent for all violations. Also, neither the Stallion Owner(s) or agents guarantee the conception rate, quality of semen upon arrival, or productivity to be obtained in connection with the use of its products or recommended techniques.

- 11. This contract is entered into in the State of Wyoming and will be interpreted and enforced under the laws of that State. Venue for any litigation is Sheridan County. Mare owner will be required to pay any and all legal fees of the Stallion Owner and/or Stallion Agent if found to be in violation of this contract.

When Stallion Owner and Mare Owner sign this contract, it will then be binding on both parties, subject to the above terms and conditions.

TOTAL DUE MUST BE PAID UPON SIGNING OF THIS CONTRACT AND PRIOR TO ANY SHIPMENTS.

ACCEPTED FORMS OF PAYMENT: CASH, CHECK (payable to RISING C EQUINE), OR CREDIT CARD

A COPY OF THE MARE'S REGISTRATION PAPERS MUST BE RETURNED WITH THIS CONTRACT.

Stallion Owner: _____ Stallion Owner Signature: _____

Mare Owner: _____ Address: _____

Telephone: _____ Email: _____

Mare Owner Signature: _____ Date: _____

Questions? Contact Powder River Vet Hospital at (307) 763-6073

Mailing address: Rising C Equine, 188 Meade Creek Rd, Sheridan, WY 82801

Website: www.risingcequine.com Email: risingcequine@gmail.com Fax: (866) 283-1241