

COOLED TRANSPORTED SEMEN CONTRACT SAYOS SHINING SUN

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I hereby agree on this _____ day of _____, 20__ to breed the mare named below:

Name of Mare: _____ Reg. # _____

Breed: _____ Year Foaled: _____

to Sayos Shining Sun, Registration Number 3443756, using cooled transported semen, **subject to the following conditions:**

1. The Stallion Fee is \$1,750.00 and included within the Stallion Fee is a non-refundable chute/booking fee of \$500.00, which shall be payable upon execution of this Contract. The chute/booking fee includes two (2) Collections with the Shipping Fees of \$190.00 each for regular overnight Federal Express and \$290.00 for same day Airline Federal Express delivery being the responsibility of the Mare Owner. If the Mare Owner chooses to personally pickup the collection and bring it their Veterinarian to inseminate their Mare, the Fee would be \$50.00 pickup fee. If you have purchased the cooled transported semen from the above referenced Stallion through a Promotion Stallion Auction, the chute/booking fee is \$500.00 and payable ten (10) days previous to shipment. The balance of the Stallion Fee shall be payable a minimum of ten (10) days before the cooled semen will be shipped.
2. Rebreds as defined as Collections needed after the initial two (2) Collections, will be a fee of \$250.00 per Collection and the above referenced Shipping Fees will apply.
3. The Shipping Costs for the Semen must be paid by the Mare Owner. Sayos Shining Sun (SSS) is not requiring a deposit for the shipment containers previous to shipment. **All cooled semen containers shall be returned within three (3) days of our shipment, to Durango Equine Veterinary Clinic, 20908 West Durango St., Buckeye, Arizona, 85326, PH: (623) 386-2928**, at the expense of the mare owner and shall be insured for their return trip, for \$350.00. Should a container become damaged in shipment back to Durango Equine Veterinary Clinic, the mare owner will assume the responsibility of the replacement costs of \$350.00. **Request for cooled**

semen transport shall be before 1:00 p.m. Arizona time on the day prior to shipment and if need be, must be canceled by 7:00 a.m. Arizona time the day of shipping. The mare owner's Veterinarian, acting as agent for the Mare Owner, shall order the Cooled Semen Shipment. Semen shipments are collected Mondays through Fridays, but semen shipments can be collected on Saturdays with the Mare Owner responsible for the Airline Federal Express charge. The Mare Owner should check with Federal Express for weekend delivery availability. No normal Sunday Service available. "Counter to Counter shipment" is limitedly available for 6-10 hour rush Semen orders to pay for air transport of the Semen to the airport nearest available Flight. Each Cooled Semen Shipment shall be accompanied by an AQHA Cooled Semen Transportation Certificate for AQHA Mares, APHA Collection Certificate for APHA Mares, and forms for the attending Veterinarian to sign at 21 days and 60 days, reporting the pregnancy status of the Mare.

4. For Mares that Board at the Breeding Facility for Insemination, arrangements must be made by the Mare Owner and costs will be the Mare Owners sole responsibility. Arrangements are to be made with **Durango Equine Veterinary Clinic, 20908 West Durango Street, Buckeye, Arizona, 85326, PH. (623) 386-2928**. If a Mare is in for Breeding and is going to stay any length of time (over a month), Board will need to be pre-paid by the Mare Owner. Otherwise, the Mare Owner's Credit Card information will be required accordingly.
5. Mares bred by Cooled Transported Semen shall be checked by **Ultrasound** and report to SSS as to whether the Mare is in foal between day 16-21 and on or before October 30th of the calendar year. Twins should be rectified as early as possible, thus the 16-21 days pregnancy ultrasound requirement.
6. Should the Mare not settle during the season, should a Mare abort, or not have a standing and nursing Foal, the Mare Owner will be entitled to a re-breeding during the following year. This Contract **"is"** transferable to a suitable Mare if the previous year's Mare is found unfit to breed. All Shipping Charges, and the following years Booking/Chute Fees shall be payable ten (10) days previous to shipment of Cooled Semen.

The following conditions apply for return breeding privileges and live foal guarantee:

- a. SSS must be notified of the aborting, death of foal within one (1) week in writing by a signed statement from a Licensed Veterinarian stating the loss of pregnancy or death of foal.
- b. The Mare must have received Equine Rhinopneumonitis Vaccinations at 5th, 7th and 9th months during pregnancy, verified by a veterinary statement.
- c. The re-breeding privileges will become null and void if the Mare is returned to race, performance training, or other hazardous activity after being pronounced safe in foal by the Veterinarian.

If the following conditions were met and the Mare failed to produce a live foal from the mating, the return breeding shall be honored.

7. The Mare Owner and his/her agent Veterinarian are responsible for proper timing of the semen order, for immediate and proper handling of the semen after arrival, as well as for the proper condition of the Mare for insemination purposes. **SSS is not responsible** for the untimely delivery or condition of the Cooled Shipped Semen, as we have no control of the shipment after it leaves our custody. The mare Owner bears all risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent inseminations, or failure of insemination. The Mare Owner therefore releases, discharges, indemnifies and holds SSS harmless from any liability for any and all damages associated therewith, to include conception failure by the Mare. The Mare Owner agrees to pay all expenses and Attorney fees incurred by SSS in defending any claims for which the Mare Owner has agreed to release, discharge, indemnify and hold SSS harmless.
8. The Mare Owner will provide SSS with a photo-copy of the completed and signed AQHA or APHA "Insemination Certificate" within 15 days from the last date of insemination. A Transported Semen Breeder's Certificate will be issued by SSS to the Mare Owner after all expenses have been paid in full and upon notification of the Owner's Mare producing a live foal by the mating.
9. The parties acknowledge that this Agreement is made and shall be entirely performed within the State of Arizona and shall be construed and enforced under the laws of the State of Arizona.
10. This Contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto assigned.
11. **A PHOTOSTAT COPY, BOTH SIDES THEREOF, OF THE REGISTRATION PAPERS ON YOUR MARE MUST ACCOMPANY CONTRACT. OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.**

Signature of Stallion Owner Date

Owner of Mare, (As listed on the registration Certificate)

CONTRACT AMOUNT:

\$ _____

Address:

Amounts Received:

Telephone: (_____) _____

Signature of Mare Owner

Date

PAYMENT INFORMATION:

If a check is to be used, please make the check payable to Lisa Sommerhalder

Check _____ /Check Number: _____ Credit Card _____

Card Number: _____

Expiration Date: _____

Billing Address: _____

City: _____

State/Zip: _____

After SSS receives the signed completed Contract, a Photostat Copy shall be returned to the Mare's Owner.

Multiple Mare Discount Available

Color Guarantee

Additional \$200.00 guarantees foal other than Bay, Chestnut or Sorrel or a Free re-breed in 2012. Booking/Chute Fee and Shipping not included.