

# ***Stallion Service Agreement For Transported Semen***

## ***Poco Vista Performance Horses***

Jeannie Young

Haydon Ranch

Mr. or Mrs. James L. Haydon

935 Harpole Rd. Argyle, TX 76226

County of Denton

**817-271-3468 940-240-1013**

*This agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between \_\_\_\_\_ (Mare Owner) and Mr. or Mrs. James L. Haydon, Haydon  
Ranch, (Breeder) and Jeannie Young, Poco Vista Performance Horses (Manager), for one  
breeding for \_\_\_\_\_, registration number  
\_\_\_\_\_ (Mare) by cooled transported semen to the stallion  
\_\_\_\_\_ (Stallion) for the 20\_\_ season at \$\_\_\_\_\_  
(Stud Fee), live foal guarantee.*

*This agreement is subject to the following terms and conditions:*

### **1. Fees and Expenses:**

A. Charges: A non-refundable booking fee of \$\_\_\_\_\_ for reserving the Stallion Is due together with this signed agreement, and will be applied toward the Stud Fee. The Mare Owner Agrees to pay the balance of the Stud Fee prior to the shipment of cooled semen.

1. Each shipment will cost \$150.00 plus the shipping fee.

B. Expenses: In addition to the Stud Fee, prior to the first shipment of semen the Mare Owner must deposit \$250.00 (the AExpense Deposit@) with the Breeder simultaneous with this signed agreement. The Breeder will deduct all costs of the semen shipping process for each shipment of semen, including lab and handling cost, ground and/or air shipping, and Equitainer deposit. The Mare Owner will be billed for expenses in excess of \$250.00. If expenses are less than \$250.00 at the time the Mare is determined to be in foal, the remaining balance will be refunded promptly.

C. Equitainer: The Mare Owner understands that the Equitainer is the property of the Breeder and that the Mare Owner does not obtain ownership rights to the Equitainer by virtue of this agreement. Should the Mare Owner fail to return the Equitainer to the Breeder within five (5) business days after receipt, \$250.00 shall be charged to cover the cost of the Equitainer.

D. Billing: Bills are due and payable in full on the first day of the month following receipt of the statement. Any balance remaining unpaid after thirty days from the billing date shall bear interest at the rate of 12 % per month from the date billed to the date payment is received.

### **Condition and Treatment:**

A. The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition, is free from infection and disease and that the Mare tested negative on a Coggins Test performed within six (6) months prior to the date of this agreement. The Mare is registered, as appropriate, and that a copy of the Mare=s registra-

tion papers are attached to this agreement. The Mare Owner further represents and warrants that it is the record owner of the Mare.

- B. The responsibility for conception is on the Mare Owner. Therefore, a qualified, experienced licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. The Breeder, in its sole discretion, may refuse to ship semen beyond three shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.

**Waiver of Liability:** Other than as provided in this agreement, the Breeder shall not be liable in any way for any failure to settle, injury, sickness, disease or death of the Mare arising from the stallion service pursuant to the agreement.

**Breeding Season:** For purposes of this agreement the breeding season shall begin February 1<sup>st</sup> and close July 1<sup>st</sup> of the year of this agreement.

**Cooled Semen Handling:** The Mare Owner agrees to comply with all breed requirements, as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within twenty-four (24) hours but not more than forty-eight (48) hours from receipt of the cooled semen.

**Live Foal Guarantee:** The Mare Owner is guaranteed one Alive foal.@ The term Alive foal@ means that the foal resulting from the breeding shall stand and nurse for twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare to the Stallion for no additional Stud Fee during the same or next breeding season, provided proper written notification that the Mare has slipped or produced a non-viable foal is given to the Breeder within one (1) week of such slippage or non-viable birth. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. The Breeder may require that the re-breeding be performed at the Breeder=s facility and the Mare Owner agrees to pay Mare care and other normal expenses relative to the breeding.

**Disclaimer:** Breeder makes no representation of warranties, express or implied, regarding the cooled semen delivered under this agreement, including, without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. The Mare Owner acknowledges that the use of cooled semen is a new emerging technology that the Breeder cannot guarantee in any respect. Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by the Mare Owner.

**Breeder=s Certificate:** A breeder=s certificate will be issued to the Mare Owner after all fees and expenses have been paid in full and upon notification of the birth of the foal.

**General Terms:**

- A. *In the event that the Stallion dies or become unfit for service, or in the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. If another stallion is not available, this agreement will become null and void, the Stud Fee (less the booking fee and the balance of the Expense Deposit) will be refunded to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.***
- B. *This agreement, when signed by the Mare Owner and the Breeder and accompa-***

*nied by payment of the booking fee and Expense Deposit, shall be a binding agreement on both parties on the above terms and conditions. This agreement constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion and supersedes all other agreements or understandings between the parties.*

*C. This agreement may be executed in any number of counterparts which, taken together, shall be considered as a single agreement, and may be transmitted via facsimile, with facsimile signatures binding the party so signing.*

*D. ALL BILLS TO BE PAID AND THIS CONTRACT TO BE PERFORMED IN THE STATE OF TEXAS, COUNTY OF DENTON.*

*In witness whereof, the parties have executed this agreement as of the date first written above.*

*Mare Owner*

*Signature* \_\_\_\_\_

*Address* \_\_\_\_\_ *Date* \_\_\_\_\_

\_\_\_\_\_

*Phone* \_\_\_\_\_

*Stud Owner Signature* \_\_\_\_\_

*Authorized Agent* \_\_\_\_\_

*Address* \_\_\_\_\_ *Date* \_\_\_\_\_