

BREEDING CONTRACT

Stallion Service for Transported Cooled Semen

Stallion name: IXL Noble Express Registration #: 538771
Mare name: _____ Registration #: _____
Mare date of birth: _____ Breed: _____
Email: _____ Today's Date: _____

THIS BREEDING MUST BE USED BY END OF THE 2018 BREEDING SEASON

This Agreement is between Shea Stables, hereinafter referred to as "SS" and

Name **Ranch Name** **Phone**
(Hereinafter referred to as "Client")

Address **City/State** **Zip** **Alternate Phone**

Client's Veterinarian **Clinic Name** **Phone**

Address **City/State** **Zip** **Alternate Phone**

Breeding Fee: \$4,000.00 (*with special consideration to previous breeders) is payable as follows: a non-refundable breeding deposit of **\$750.00** will be paid in advance to reserve the breeding, and the balance of **\$3,250.00** will be paid before semen is shipped unless other arrangements have been made with SS.

Client is eligible for multi-mare discount _____ # of breedings purchased _____

This is _____ of _____ breeding contracts.

Other member(s) in multi-mare group: _____

*Special conditions of this Agreement: _____

Subject to farm call charge if collection is for your mare only

(To be billed separately by Krause Vet Clinic)

This breeding is not transferable to another person and must be used for the breeding season specified in this contract. (Mare can be substituted with SS approval). Should the breeding be held over for any reason, all customary fees shall apply, PLUS an additional administrative and handling fee of \$500.00 is to be paid to SS prior to the re-breeding of the mare.

Transported Semen: A Transported Semen fee of \$300.00 for the first cycle will be due **prior** to semen shipment. Additional shipments thereafter will be \$300.00 per cycle.

Equitainer Liability: If SS equitainer is not returned to SS within 7 working days from Client's receipt of said equitainer, Client's account will be charged \$15.00 per day late fee. If the equitainer is not returned to SS within a three (3) week period, Client's will be charged \$500.00. **Equitainer Fees:** Client is responsible for the shipping charges for the delivery of the equitainer and for the return of the equitainer to SS.

Transportation Fees: Client must provide SS with a Federal Express Account number or current credit card number in order to ship semen for **overnight** delivery.

If it is necessary to ship semen counter to counter via the commercial airlines, the Client will be charged an airport courier fee of \$135.00 /shipment in addition to the cost of the airline ticket. All flights depart out of Detroit, Metro Airport, Michigan.

Successful Pregnancy: It is understood by both the Client and SS that final responsibility of a successful pregnancy, using transported semen, lays with the client and his/her veterinarian. However, in the spirit of achieving a successful pregnancy, SS will offer all of its combined expertise and the following options. If, after breeding through three (3) heat cycles, the mare fails to conceive, the client shall have the reproductive status of the mare reevaluated and consult with SS and jointly decide to:

- a.) Continue breeding.
- b.) Select a substitute mare and continue breeding; or
- c.) If, after a continuous breeding attempt, a successful pregnancy has not been achieved by October 1, the Client may choose to carry the breeding over to the following year. An additional administrative and handling fee of \$500.00 shall apply.
- d.) Client may ship the mare to SS for reproductive analysis and continue breeding at the SS farm.

If Client discontinues breeding and does NOT exercise any of the above options, all fees and deposits previously paid will be forfeited by Client to SS. There will be no cash refunds and all re-breed rights will be forfeited.

Live Foal Guarantee: Should the mare abort or the foal fail to stand and nurse, it is the responsibility of the client to inform SS in writing, certified by a veterinarian, within ten days of the event. In either case SS agrees to re-breed the mare as soon as she is fit. A Re Breed Fee of \$500.00 will apply along with transported semen fees, including administrative and handling fees. The Client agrees to keep said mare in good physical condition throughout her pregnancy, vaccinate for Rhinopneumonitis at 5, 7 and 9 months of pregnancy with the transported semen in any mare, other than the mare described in this contract, will result in the same forfeiture.

Conditions of Service Contract: The Client understands and accepts the terms of this Agreement. The Client understands that certain fees must be paid **BEFORE** semen will be transported, as outlined in this Agreement. The Client understands that the Stallion Service Contract must be signed and returned **BEFORE** semen is shipped. The Client understands that the mare must be examined by a veterinarian using ultra-sound scan at 16-20 days post-breeding. At this time if mare is in foal, Client must alert SS of the situation and schedule a second ultra- sound scan for 32-35 days post-breeding and a palpation between 50-55 days post-breeding to status at the first ultra-sound scan. If mare is not in foal, Client must contact SS immediately so we know your mare will be needing semen. The Client understands that is essential to call the Breeding Manager at SS at the beginning of the mare(s) heat cycle, so that SS may advise the Client of the days in which the stallion will be collected.

Requests for semen shipment MUST be made by 9:00 a.m. eastern or sooner on the day semen is to be shipped. Shipments are done on a first come, first serve basis. If you need semen to arrive on a Saturday you must order it no later than Friday morning at 9:00 a.m. eastern. SS may refuse to ship semen to Client, at any time, if these procedures are not followed.

Important: Client understands that this breeding must be used within **two (2)** breeding seasons from the date the breeding is booked. If the breeding is not used within two breeding seasons, Client will forfeit all rights to the breeding. All monies paid to SS for the breeding are non- refundable. Extensions of time may be granted to Client under special circumstances.

***When and if IXL Noble Express is unable to breed successfully, all existing contracts will be fulfilled by other Maroon Fire Arabian stallions.

Release of Liability: Client fully understands, authorizes and assumes the special risks inherent in breeding Arabian Horses with the use of transported semen. Client also understands the risk of failure due to many variables and unknown causes and shall hold Shea Stables and stallion owner harmless from any losses suffered due to any unsuccessful attempt at conception. Client further understands the costs of such setbacks are considered part of the “normal risk and cost of doing business and breeding Arabian Horses” and shall further hold Shea Stables and stallion owner harmless from any such claims whether ordinary, special, incidental or consequential. This Stallion Service Contract for breeding by transported semen may not be assigned or transferred to another person, or to another mare without the written consent of Shea Stables.

Client must instruct their agent(s) designated to inseminate their mare(s) that by using semen received from Shea Stables that they must confirm with the mare owner prior to insemination the name of the stallion to be bred to their mare(s) AND have verified the identity of the mare being bred and that the names match those designated in this contract AND that the container received from Shea Stables is appropriately labelled with the specified names.

Payment Agreement: Client Agrees to pay all fees specified in the Stallion Service Contract. Payment in excess of 10 days late will be subject to a \$10.00 daily late charge. Clients whose payments are in excess of 30 days past due shall be in breach of contract. Upon said breach of contract by Client, SS shall cease all further services, and retain all funds received to date as liquidated damages. Said damages will include costs of collection, bookkeeping, lost interest, and such other damages.

Breach of Contract: Should one party breach this contract for transported semen, the breaching party shall be responsible for all attorney's fees and their expenses related to such breach.

Lien: Client grants to SS a lien upon and security interest in any foal produced by a breeding at SS to secure all obligations and amounts due or any contract with SS or its affiliates. SS may, at any time until all amounts due hereunder are fully paid, file a photocopy of this contract in the county and state in which it is believed that the foal is kept, or in which the Client resides. When so filed, the copy will be effective as a financing statement as well as the security agreement. If at any time, the Client's balance is unpaid for thirty (30) days or more, or Client is otherwise in default of this or any other contract with SS or any of its affiliates, SS may withhold the Transported Semen Stallion Service Certificate that is required for registering the foal.

Acceptance: This contract for transported semen is not effective until approved and executed by SS. SS reserves the right to reject any mare at its sole discretion.

Venue: The terms of this contract and disputes developing there under shall be enforced and construed in accordance with the laws of the state and county wherein SS is located, and the undersigned hereby submits themselves to the jurisdiction of the courts where SS is located.

Client Signature

Shea Stables
(Agent)

Date

Date

Stallion: IXL Noble Express

Mare: _____

Breeding Season: 2017

Shea Stables
1925 Bartlett Rd.
St. Clair, MI 48079
(810) 329-6392
Fax: (810) 329-4932
www.SheaStables.com

TRANSPORTED SEMEN FEE SCHEDULE

Mare Owner Costs:

1. Stallion's listed Breeding Fee.
2. a. \$300.00 fee for Transported Semen
b. \$250.00 fee for Refundable Container Deposit
(After your mare has been checked, please call, write or email for your container deposit refund).
c. Should breeding on more than one cycle be required, additional shipments will be made at \$300.00 for each shipment, plus the cost of shipping.
d. Prepaid Shipping costs for **airfare** of \$230.00 for each shipment with additional airport courier fee of \$135.00 /shipment. **Federal Express** shipments will be billed to client by use of a Fed Ex Account Number or Credit Card. *(Please see following page)*

BEFORE shipment of semen is made:

A SIGNED Breeding Contract MUST BE RECEIVED BY SHEA STABLES for each mare you are breeding and the following payments:

TOTAL Breeding Fee:

\$300.00 (Transported Semen)
\$250.00 (Container Deposit)
\$230.00 (Prepaid Shipping – Airfare)
\$135.00 (Prepaid Shipping – Courier)
Fed Ex Account Number or Credit Card for Fed Ex Shipments

OR if shipment is in connection with item 2.c above (additional breeding attempt), payment is as follows:

\$300.00 (Transported Semen)
\$230.00 (Prepaid Shipping – Airfare)
\$135.00 (Prepaid Shipping – Courier)
Fed Ex Account Number or Credit Card for Fed Ex Shipments

***PLEASE NOTE – Transported Semen is shipped on Monday, Wednesday & Fridays
Saturday shipments are by AIR ONLY.**

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CREDIT CARD AUTHORIZATION / FED EX ACCOUNT #

I, _____, give permission to Shea Stables to use my credit card or Federal Express Account # for payment of authorized services.

Credit Card Information: _____ Visa _____ MC _____ Discover _____ American Express

Card Number: _____

CVV# _____ (3 digit code on back of card) Expiration _____ / _____

Cardholder Information: (as it appears on card)

Name: _____

Address: _____

Phone #: _____

Signature of Cardholder: _____

Date: _____

OR

Fed Ex Acct #: _____

Name on Account: _____

Authorization Signature: _____