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### SEMEN TRANSPORT BREEDING CONTRACT

**Margaret C. Preston, dba Rumbrook Farm**, as owner (hereinafter called Breeder) of the stallion, **Immortal Command**, AMHA#**103085**, and Joshua Noble (hereinafter called Agent), do hereby agree to breed:

Name of mare: \_\_\_\_\_ AMHA Registration #: \_\_\_\_\_  
Sire: \_\_\_\_\_ Dam: \_\_\_\_\_  
Owner: \_\_\_\_\_ Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
Phone Numbers: \_\_\_\_\_  
Email: \_\_\_\_\_

(Hereinafter called the owner) Owner does hereby agree to have the mare bred to: **Immortal Command** under the following conditions:

1. The breeding fee shall be **\$2,250** and shall be paid by the owner to the Breeder as follows:
  - a. **\$1,125** paid as a booking fee upon execution of this contract
  - b. **\$1,125** paid when the mare is pronounced safely in foal. Payment is due before 60 days of pregnancy (see Return Privileges/Live Foal Guarantee)
  - c. If breeding fee is paid in full at time of booking the amount will be **\$1800** (a \$450 discount)
  
2. Collection/Shipping Fee:
  - a. Owner shall pay a nonrefundable collection/shipping fee of **\$350.00** to agent upon execution of this contract, which must be executed and returned by mare owner prior to shipping of semen
    - i. This fee covers the veterinarian fees for one collection
    - ii. This fee also covers the expenses of one shipment of semen and the use of the container for that one and all future shipments(current year) made here under
  - b. All subsequent shipments of semen will be billed **\$300.00** by the stallion's agent to the mare owner.
  - c. Additionally, if a shipment needs to be delivered to the airport a **\$100.00** fee will be added to that shipment.
  - d. Container supplied by agent
    - i. The mare owner must place an additional deposit in the sum of **\$225.00**, payable to **Burkland Farm**, with the agent to insure the return of the shipping container.
    - ii. When all fees are paid and mare is in foal the **\$225.00** check will be voided and shredded.
    - iii. In addition, to insure prompt return of the container to the agent, a **\$10.00** per day late return charge will be deducted from the security deposit. For every 24 hour period or period there of beginning 5 working days after the mare owner receives the shipping container and until the container is received by agent, except in the event of strikes, natural disasters and other situations beyond the mare owners control.
  - e. These charges are the full responsibility of the mare owner. **NO SEMEN WILL BE SHIPPED WITHOUT FIRST PAYMENT.** All future shipments will be billed and are payable **ON RECEIPT.** If not paid within 30 days, semen will be held until payment is received.

3. Breeding agreement:
  - a. Agent shall collect, prepare for shipment & ship fresh cool semen to mare owner at designated address specified by mare owner.
  - b. A licensed veterinarian must inseminate the mare with the semen on the day of delivery, failing to do so will nullify the life goal guarantee.
4. All parties agree that semen shipped under this contract provides for the registration of **one** foal, if this shipment results in the birth of two foals an additional stud fee will be due within 30 days of foaling.
5. Health Requirements for Semen Transport:
  - a. Internal examination and negative uterine culture/cytology by a licensed veterinarian within thirty days prior to first breeding. A culture is not needed with a maiden mare in most cases.
  - b. To be received by agent prior to first shipment of semen.
6. All parties agree that semen shipped under this contract will be used **only for inseminating** the mare named above.
7. If stallion passes away or is not able to produce viable semen it will be the **option** of the stallion owner to provide a substitute stallion. If a substitute is unavailable and/or unacceptable all money paid (booking & collection fees) will be forfeited.
8. All payments are to be made payable to **Burkland Farm.**

Owner of Mare: \_\_\_\_\_ Date: \_\_\_\_\_

Breeder/Agent: \_\_\_\_\_ Date: \_\_\_\_\_

#### **RETURN PRIVILEGES/LIVE FOAL GUARANTEE**

- A. Mare must be examined by a licensed veterinarian at or before 50 days after last date bred, and **Agent must be notified of her breeding status after each examination or all guarantees are null and void.**
- B. Should mare abort, absorb the fetus or fail to conceive, **return privileges are guaranteed in the current season.** A substitute mare may be used upon approval of Agent. At the end of the current season, Owner shall have the option of rebooking in the following season but contract is only valid for two full breeding seasons. If the said mare does not settle within the two breeding seasons this contract becomes null and void and all money paid is forfeited.
- C. Should the mare fail to produce a live foal (defined as one that stands and nurses), return privileges are guaranteed for the following season. **Rebooking in the following season will require an additional collection/shipping fee.**
- D. This guarantee does not apply unless the following requirements are met:
  - a. Breeder is notified by registered or certified mail, return receipt requested, within 48 hours of delivery of the aborting or the foal's death.
  - b. A statement by a licensed veterinarian follows within 10 days of setting forth details Thereof and certifying that such abortion or death did not result from any act or omission of mare Owner and that all due care had been exercised and that the mare had been afforded all reasonable protection.