

All Around Show Horses
1265 Business Rt. 66
Greensburg, Pa. 15601
724-836-5719

Breeding and Cooled Shipped Semen Contract

This agreement made this _____ day of _____ 20_____, between Abbe Wagenblast, d/b/a/ All Around Show Horses, hereinafter called the “Agent” for _____ the named owner of stallion, hereinafter called “Stallion Owner” and _____ hereinafter called the “Owner”. Owner is the legal owner of the listed mare and desires to purchase a breeding service of cooled shipped semen of the listed stallion to inseminate the listed mare for the 20____ breeding season. Use of this cooled shipped semen is limited to the listed mare.

1. Name of stallion _____ registry No. _____ Breed _____
2. Name of mare _____ registry No. _____ Breed _____
3. Owner agrees to pay the following:

The Stallion Fee set forth in this contract is: \$ _____

- * Booking Fee: \$ 250.00 (part of the stallion fee which reserves the breeding) non-refundable and non transferable and is payable upon acceptance of this agreement.
- * Shipping fee: \$250.00 for next day shipment – includes Equine Express Shipper, collection fee and shipping.
- * Customer pick up of cooled semen at Agents’ farm is \$175.00 which includes Equine Express Shipper and collection fee. PLEASE CHECK IF YOU ARE USING THIS SERVICE _____
- * Futurity Breedings, Rebreds and Promotional Programs pay a one time chute fee (handling fee) of \$250.00 prior to breeding of mare. This (chute fee) is for semen collection, Equine Express Shipper and overnight shipment of semen. A shipping fee does not apply, unless mare does not settle on first shipment, at which time a shipping fee will become due and payable.
- * Same day delivery (counter to counter) is an additional \$75.00
- * Equitainer Deposit \$300.00 – Only needed if owner does not want semen shipped in an Equine Express shipper.
- * \$ _____ total balance due and payable prior to shipment of semen.

* PLEASE NOTE THAT EXTRA/ADDITIONAL COOLED SEMEN SHIPMENTS WILL REQUIRE A VALID CREDIT CARD WITH A SIGNATURE ON FILE*

The Shipping fee is charged for each shipment and must be paid prior to shipment. All checks require ten (10) days to clear. The Equitainer deposit will be refunded in full if the Equitainer is received by the Agent in reusable condition, within six (6) days of receipt of the shipping. Failure to return the Equitainer within six (6) days after receipt shall incur a late fee of \$30.00 per day. The Equine Express Shipper does not have to be returned.

4. The breeding season in force, for this contract, shall begin on February 1st and close on July 1st

5. It is Recommended that the breeding be done under strict supervision of an approved veterinarian or under strict supervision of a qualified breeding facility. The Owner agrees that the Agent will ship the cooled semen to this veterinarian or qualified breeding facility listed in this Breeding Contract.
6. Owner shall give Agent at least forty-eight (48) hours notice of the date on which Owner expects the semen to be needed. If shipment is lost or delayed, Owner assumes all risks of lost time and expenses associated with preparation of Owners mare for breeding. Shipments are made on Mondays, Wednesdays and Fridays.
7. All requests for cooled semen MUST be made twenty four (24) hours in advance to the collection/shipping date. All requests are made in the order received. Semen orders must be received by 10:00 Am EST (Eastern Standard Time) Agent must be notified by 11:00 Am to cancel a shipment or the \$250.00 shipping fee will apply. All counter to counter shipments MUST be made prior to 9:00 Am EST or delivery will not be guaranteed.
8. Agent and Stallion Owner are not liable for failure of the carrier to timely deliver the semen.
9. Even though the Agent will make every attempt to get cooled semen to your mare in good condition, the Agent and/or Stallion Owner will make no guarantees or warranties that the semen will be in good condition upon arrival.
10. There is a possibility on some collection days that, due to the number of mares being bred to a given stallion at the farm, the Agent may not be able to ship cooled semen.
11. After three (3) consecutive semen shipments, to the same mare, have been made and Owners mare does not conceive, Agent will require a consultation with the Owners veterinarian before any additional shipments will be made, at which time, Agent and/or Stallion Owner may or may not, at their discretion, send any additional shipments of cooled semen to the listed mare.
12. Owner and his/her 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 conditioning of the mare for insemination purposes. 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. Owner releases, discharges, indemnifies and holds Agent and Stallion Owner harmless from any liability for any and all damages, including litigation expenses and attorney fees associated therewith.
13. The mare must be checked in foal by a Licensed Veterinarian by thirty (30) days after the last breeding date and again at ninety (90) days. Agent shall be promptly notified in writing of the mare's pregnancy condition. Failure to do so will void the live foal guarantee and this contract will become null and void.
14. The semen may be used only for insemination of the listed mare. Owner will provide Agent with a copy of the completed and signed AQHA, APHA or ApHC "Insemination Certificate" within fifteen (15) days from the last date of insemination.

15. If more than one embryo results from a breeding, due to embryo harvesting/flushing, Owner must pay an additional Stallion Fee for each embryo within sixty (60) days of the confirmed pregnancy, in order to receive a Breeders Certificate for the additional foal(s). However, if the mare has a twin birth resulting in two live foals an additional Breeders Certificate will be issued.

15A. Multiple Embryos – The additional Stallion fee for more than one embryo, due to embryo harvesting/flushing will be \$ _____ per embryo recovered. This amount is due and payable prior to any Breeders Certificate being released by the Agent and/or Stallion Owner.

16. Registration Papers: A copy of the mares registration papers (both sides) must accompany the signed contract. The owner recorded on the registration papers at the time of breeding will be recorded on the Stallion Breeding Report.

17. Owner warrants that the mare is halter broken, in sound breeding condition, healthy and free from infectious, contagious or transmittable disease. Vaccinations must be verified in writing by Veterinarian with a Veterinarians State Health Certificate. In addition, all vaccinations must be administered a minimum of 14 days prior to arrival and a maximum of 60 days prior to arrival. Mares without proper vaccinations will not be allowed on the premises. Agent may decline to breed mare if, in the opinion of the Agents veterinarian, the mare is not in sound breeding condition, or if, in the opinion of the Agent, breeding the mare poses a significant risk to the Agent. In such event, the mare Owner may substitute another mare, approved by the Agent and/or Stallion Owner, within the same breeding season.

18. There will be no live foal guarantee for any Owners mare leaving All Around Show Horses and/or Westmoreland Equestrian Center before being checked safe in foal by the attending veterinarian.

19. Agent will provide suitable care and feeding for the mare while at the facility. Board, veterinary, farrier, and other expenses necessary for the care and treatment of mare are payable by the first of every month. A late fee of 1.5% per month will be added to any account thirty days past due. Stall board is \$12.00 per day, dry; \$14.00 per day, wet.

20. In the event the stallion should die, become unfit for breeding, or is sold, prior to the breeding of Owners mare, refunds will be at the sole discretion of the Stallion Owner. Stallion Owner is under no obligation to use frozen semen, to breed Owners mare, if frozen semen is at all available.

21. This contract is also valid for Futurity Program Breedings, Rebreds and Promotional Programs. Charges will include, but are not limited to: shipping fees, chute fees, Equitainer deposits.

22. Live Foal Guarantee: It is understood that if the mare aborts her foal or shall fail to produce a live foal, standing and nursing within forty-eight (48) hours without assistance owner will be entitled to a return breeding for the following year only, upon proper notification. Proper notification is defined as follows: Written certification by a licensed veterinarian within seven (7) days that the mare slipped, produced a nonviable foal or within seven (7) days of mare foaling, that the foal was still-born or died within forty-eight (48) hours, together with the reason therefore, and that death or abortion of the foal did not result from any act or omission of the Owner or any other party. No refunds will be given. A substitute mare may be used with approval from the Agent and/or Stallion Owner.

23. Rebreeds: All rebreeds are charged a chute fee of \$250.00 which includes the first shipment of cooled semen. All normal charges will apply to rebreeds which include, but are not limited to: shipping fees, chute fees, Equitainer deposits.

24. Breeders Certificate: A breeders Certificate produced by the appropriate Association will be issued to the Owner after all fees and expenses have been paid in full and upon notification to Agent and/or Stallion Owner of the birth of the foal. The owner is solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.

25. This contract is non-assignable and non-transferable. In the event that the mare is sold or otherwise disposed of prior to the birth of the foal, the "live foal guarantee" will no longer be valid, unless Agent and/or Stallion Owner specifically consents thereto prior transfer of ownership.

26. Owner hereby agrees to indemnify and hold harmless Stallion Owner, Agent, All Around Show Horses and/or Westmoreland Equestrian Center, their respective agents, employees, representatives, assigns, affiliated persons, and others acting on their behalf against and from all losses, damages, claims, actions, and proceedings, of every nature and description arising out of or in any way connected with the mare and/or foal or the breeding, care, custody or control; of the mare and/or foal, including, but not limited to, any and all costs, expenses and legal fees incurred by the Stallion Owner, Agent, All Around Show Horses and/or Westmoreland Equestrian Center in connection therewith. During the time that the mare is in custody or under the control of the Agent, All Around Show Horses and/or Westmoreland Equestrian Center, Stallion Owner, Agent, All Around Show Horses and/or Westmoreland Equestrian center shall not be liable for any sickness, estray, theft, or death or injury which may be suffered by the mare and/or foal at side, or for any other claim or cause of action whatsoever arising out of or in way connected with the Agents care, custody, control, breeding or transporting of the mare and/or foal. This shall include, but not limited to, claims or causes of action for personal injury, commercial loss or damage, consequential damages, or any other expenses or costs which Owner may receive or incur while mare and/or foal are on the premises of Westmoreland Equestrian Center.

27. If any part of this agreement shall be determined to be in violation of applicable law, the remainder of this agreement shall not be invalidated. Any disputes arising out of this agreement shall be brought in a court of competent jurisdiction located in the state of Pennsylvania in or near Greensburg, Pennsylvania.

28. Entire Agreement: This agreement contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings, either oral or written, between Owner and Agent and/or Stallion Owner shall be void unless contained in this agreement. Modifications to this agreement will only be valid if in writing and signed by BOTH Owner and Agent and/or Stallion Owner.

29. Additional Terms and Conditions:

Owner information:

Name of veterinarian and/or person/breeding facility to receive express shipped semen

Name: _____

Express mailing address: _____

Saturday Delivery Mailing Address: _____

Daytime telephone number: _____

Nighttime telephone number: _____

Cell Phone number: _____

This agreement is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

When Owner and Agent have signed this contract, it will then be binding on both parties, subject to the above terms and conditions.

OWNER

Signature: _____

Print Name: _____

Address: _____

Phone number: _____ (home) _____ (work)

Cell number(s): _____

Date of signature: _____

Note If mare owner is a partnership or business entity, Owner must provide sufficient proof to Breeder that the signing party has authority by the entity to execute this agreement.

STALLION OWNER OR AGENT

Signature: _____

Print Name: _____

Address: _____

Phone Number: _____

Date of signature: _____

