



Southwest

STALLION STATION

P.O. Box 468

Elgin, Texas 78621

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SHIPPED SEMEN CONTRACT

THIS AGREEMENT, made and entered into on this date \_\_\_\_\_, by and

Between \_\_\_\_\_ (Owner of Mare)

Hereinafter referred to as "Mare Owner" and SOUTHWEST STALLION STATION (Manager or Owner of Stallion) Hereinafter referred to as "Stallion Owner"

Stallion Owner agrees to reserve for mare owner one season's booking in \_\_\_\_\_ Stallion Fee \$ \_\_\_\_\_

to his Stallion \_\_\_\_\_ (Name) \_\_\_\_\_ (Registration Number)

for the mare \_\_\_\_\_ (Name) \_\_\_\_\_ (Reg. No.) \_\_\_\_\_ (Foaled) \_\_\_\_\_ (Color) \_\_\_\_\_ (Sire) \_\_\_\_\_ (Dam)

TERMS AND CONDITIONS

- 1. BREEDING PRIVILEGE: The Stallion Owner/Manager hereby reserves for the benefit of the Mare Owner one breeding to the Stallion during the Breeding Season to be fulfilled by the Stallion Owner shipping to the Mare Owner sufficient cooled semen to breed the Mare in accordance with the terms of this Breeding Contract and the rules of the applicable registration organization. In consideration of such reservation, the Mare owner has paid to the Manager with this Breeding Contract the Booking Fee/Deposit of \_\_\_\_\_, which will be applied against the Stallion Service Fee.
2. MARE: The Mare Owner represents the Mare is healthy and in sound breeding condition and registered with the designated registration organization. The Mare Owner agrees to furnish a copy of the Mare registration papers, coggins test, health record, and the name, phone number and address of the veterinarian who will perform the insemination.
3. CHARGES: The Mare Owner and any individual executing this Agreement jointly and severally agree to pay the Manager (A) The Stallion Fee; (B) A semen handling fee of \$ \_\_\_\_\_, will be charged for each overnight shipment, same day service is an added \$ \_\_\_\_\_, courier fee; (C) All cost and expenses incurred by the Manager of the Stallion Owner (including reasonable attorney's fees) in connection with the enforcement of the Agreement. THE FOREGOING AMOUNTS MUST BE PAID AND RECEIVED BY THE MANAGER PRIOR TO THE SHIPMENT OF THE SEMEN. All invoiced amounts, which are unpaid after thirty (30) days, will bear interest at the rate of eighteen percent (18%) per annum. The Mare Owner hereby grants the Manager and the Stallion Owner will be entitled to claim and enforce an agister's lien and security interest covering the Mare, any offspring of the Mare and all registration papers and documents relating thereto until all charges hereunder are paid in full. A photocopy of this Agreement may be filed to perfect such security interest under the Uniform Commercial Code. IN NO EVENT WILL COOLED SEMEN BE SHIPPED UNLESS ALL CHARGES DUE AND PAYABLE HEREUNDER HAVE BEEN PAID IN FULL.
4. SHIPMENT: The Manager's sole obligation under this Breeding Contract is to use the Manager's reasonable efforts to ship sufficient semen for one (1) breeding on receipt of a Shipment Request (as hereafter defined). The parties acknowledge that: (A) The Manager will prefer on farm breedings over off farm breedings; and (B) The shipment and use of semen is subject to a number of conditions beyond the control of the parties so cooled semen may not be received when the Mare is ready to breed. Accordingly, the mare Owner acknowledges that semen may not be shipped in compliance with the Shipment Request, received by the Mare Owner in the time period of condition necessary to successfully breed the Mare or available when the Mare is ready to breed. In no event will the shipment be prepared for transfer unless the Mare Owner has provided the Stallion Manager advance notice. The Mare Owner hereby disclaims and releases the Manager and the Stallion Owner from and disclaims all liability, damages, claims, causes of action or losses with the respect to the breeding of the Mare, the Breeding Contract and the shipment or collection of the semen (including consequential damages, lost breeding opportunities or lost profits). The Mare Owner irrevocably agrees that the Mare owner's sole recourse against the Manager of the Stallion Owner with respect to the performance or non-performance of this Breeding Contract is a return of the Stallion Service Fee less the Booking Fee/Deposit.
5. MARE OWNER: The Mare Owner will be responsible for all facets of breeding the mare including, without limitation, preparing the Mare for breeding, preparing the semen for breeding, conducting the breeding and post breeding care. The Mare Owner agrees the Mare Owner will utilize a licensed veterinarian with expertise in cooled semen to perform the insemination of the Mare and the foregoing actions in accordance with accepted industry standards so as to provide a successful breeding of the Mare. The Mare Owner agrees to provide notice (the "Shipment Request") to the Manager to ship the semen identifying the Mare, certifying that the Mare is healthy and in sound breeding condition and designating the date on which the semen should be received by the Mare Owner. The Mare Owner agrees to use the semen shipped hereunder solely to breed the designated Mare in accordance with this Breeding Contract together with the rules and regulations of the appropriate registration organization.
6. LIVE FOAL GUARANTEE: Subject to the conditions herein, the Stallion Owner hereby guarantees to the Mare Owner that a live foal will result from the breeding privilege hereby granted. The term "live foal" means that the foal resulting from the breeding stands alone, nurses and lives 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 during the following Breeding Season and each subsequent Breeding Season until the live foal guarantee is satisfied. At the sole option of the Manager, the Manager may refund the Stallion Service Fee less the Booking Fee/Deposit in lieu of such return breeding or require the rebreeding to be performed at the Manager's farm. The live foal guarantee will be void and the Stallion Owner will be released from liability thereunder unless the Mare Owner notifies the Manager within forty-eight (48) hours after the time of foaling or aborting that the Mare did not produce a live foal and within fourteen (14) days after such notice by the Mare Owner: (A) The Mare Owner certifies in writing to the Manager that the foaling was a attended foaling; (B) The abortion or failure of the Mare to foal is confirmed in writing by a licensed veterinarian to the Manager giving the particulars required to substantiate the failure of the Mare to produce a live foal; and (C) Insemination of the Mare in accordance with this Agreement is confirmed in writing by a licensed veterinarian. The live foal guarantee by the Stallion Owner will be void and the Stallion Owner will be released from liability if the Mare is sold by the Mare Owner or if the Mare is returned to race training after the Mare had been determined to be in foal.
7. CERTIFICATES AND SUBSTITUTION: The Manager will issue a cooled semen service certificate on the request of the mare Owner may not at any time after the Mare has been determined to be in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare. Any attempted assignment or substitution without prior written consent by the Manager will terminate this Agreement and release the Stallion Owner and the Manager from all obligations hereunder.
8. WARRANTY: No warranty or guaranty express or implies, is given with respect to the cooled semen because use of cooled semen is anew emerging technology. No guarantee of delivery with certain time period or that the cooled semen will safely reach the insemination point with losing integrity, quality or characteristics is given.
9. MISCELLANEOUS: It is further agreed: (A) at the option of the Stallion Owner, if the Stallion dies, is sold, is transferred or becomes incapable of serving mares, this Agreement will become null and void the Stallion Service Fee (less the Booking Fee/Deposit) will be refunded and the parties to this Agreement will be released from any further liability; (B) the cooled semen will not be shipped until a completed copy of this Agreement has been received and approved by the Manager; (C) all notices hereunder will be effective when received by the party to whom sent, in writing and served by regular mail, postage prepaid, at the addresses set forth in this agreement; (D) this instrument constitutes the entire agreement between parties hereto and there are no agreements, understandings, restriction, warranties or representations between the parties other than those set forth hereon; (E) this Agreement cannot be amended except in writing by the parties hereto; (F) this instrument will be construed in accordance with the internal law of the State of Texas and (G) all actions with respect to this Agreement will be instituted in the courts of such state or the United States District Court for such state and the Mare Owner irrevocably and unconditionally waives any objection to the venue in such court and any claim that action has been brought in an inconvenient forum; (H) the person executing this Agreement is fully authorized to execute this Agreement on behalf of the mare Owner; and (I) the Manager acts as agent for the Stallion Owner and will be bound by the terms of this Agreement only for so long as the Manager is designated as the manager for the care and breeding of the Stallion.

Signed \_\_\_\_\_ (Mare Owner) \_\_\_\_\_ (Name of Mare as it should appear on Breeder's Certificate)

\_\_\_\_\_  
(Street Address)

Signed \_\_\_\_\_ (City, State, Zip Code)

Signed \_\_\_\_\_ (Telephone Number)

Signed \_\_\_\_\_

\* THIS CONTRACT BECOMES NULL AND VOID IF NOT RETURNED WITHIN 30 DAYS FROM DATE OF CONTRACT