

KAREN'S QUARTER HORSE AND BUCKSKIN RANCH
N1227 County Road M; Watertown, WI 53098
262-914-0551

HIT THE ROAD JACK
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STALLION BREEDING CONTRACT- **Shipped Semen**

This Stallion Service contract is made and entered into by Karen's Quarter Horse & Buckskin Ranch, hereinafter referred to as "KQH Ranch," and the undersigned MARE OWNER/S or Lessee of the mare described below ("Mare Owner):

_____ for the purpose of breeding one mare to **HIT THE ROAD JACK** for the 2017 breeding season for the stud fee of \$600.00 which includes a \$300.00 booking fee:

Mare: _____ Breed: _____ Reg.# _____

Registered Owner of Mare: _____

Address of Registered Owner: _____

City, State & Zip _____; _____:

Telephone Number: _____ E-mail: _____

This service is subject to the following terms and conditions:

1. Engagement. The Mare Owner hereby engages one breeding service to **HIT THE ROAD JACK** for the mare listed below for the 2017 breeding season.

Mare Name: _____ Registration: _____

2. Breeding Fee. The breeding fee shall be \$600.00, which includes a nonrefundable booking fee of \$300.00, which is due upon execution of this Agreement. Mare Owner agrees to pay the balance of the breeding fee and any other fees and expenses before any shipment of semen shall be made. Any checks written towards these fees must first clear the bank before KQH Ranch is able to proceed. Mare Owner agrees to have mare in a healthy and sound breeding condition, and to provide a copy of registration papers (both sides).

3. Shipping Terms and Conditions. Breeding provided by fresh cooled semen will be shipped according to the terms and conditions for shipped cooled semen set forth on our Shipped semen Instructions sheet, and fully incorporated herein. Breeding provided by frozen semen will be shipped according to the terms and conditions for frozen semen set forth in our frozen semen instruction sheet, and fully incorporated herein.

4. Semen Handling. Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. KQH Ranch agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all semen provided by this Agreement solely to breed the Mare named in this Agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any mare other than the Mare shall automatically terminate all obligations of KQH Ranch under this Agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder's certificate. Any unused semen must be returned to KQH Ranch or, with written permission, destroyed by a veterinarian. If multiple shipments of semen are requested, KQH Ranch reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. KQH Ranch in its sole discretion may refuse to ship semen if KQH Ranch believes the insemination is not proper or the Mare is not healthy.

5. Disclaimer. KQH Ranch will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. KQH Ranch makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. KQH Ranch makes no representations or warranties, express or implied, regarding the delivery of the semen 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 the semen will be available at the time requested by Mare Owner. Mare Owner hereby disclaims and releases KQH Ranch from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and

6. Live Foal Guarantee. KQH Ranch provides a limited guarantee that a single live foal will result from the breeding privileges granted herein. The term "live foal" means that a foal stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare Owner shall be entitled to return the Mare or a substitute mare approved by KQH Ranch, for breeding to the Stallion for the following breeding season only. If the Mare Owner chooses to exercise the option to rebreed in a subsequent breeding season, Mare Owner is responsible for payment of a \$100.00 rebreed charge and all transported semen charges and expenses for that subsequent season, but without payment of any further breeding fee. Mare Owner also remains subject to all terms and conditions of this Agreement. This obligation by KQH Ranch to rebreed will apply only if this Agreement is fully paid and the Mare Owner notifies KQH Ranch within forty-eight (48) hours of foaling that the Mare did not produce a live foal and within fourteen (14) days after the Mare Owner's notice to KQH Ranch, Mare Owner certifies to KQH Ranch that the birth was properly managed and also produces a statement from a licensed veterinarian stating details explaining the failure of the Mare to produce a live foal. It is agreed that this provision will be of no further effect if the Mare is taken to any other stallion before returning to the Stallion. If Mare Owner fails to rebreed the following year, then any and all fees paid shall be forfeited, the right to rebreed is canceled and KQH Ranch is released from all obligations of this Agreement.

8. Substitution. If the Stallion dies, is unavailable, is sold or becomes unfit for service, and the Mare is not in foal, the balance of the Stallion fee shall be transferred to another Stallion standing at KQH Ranch. Alternatively, if frozen semen for the Stallion exists and is available, KQH Ranch may, at its discretion, make it available to the Mare Owner pursuant to the terms and conditions for shipped frozen semen. If the Mare dies before being settled, another mare may be substituted only upon express written consent to KQH Ranch.

Mare Owner _____ Date _____
You must be 18 or over to sign

Stallion Owner

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