

KB Ranch

Kari and Brian Robertson

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Stallion Service Agreement for Shipped Semen

This **SHIPPED SEMEN CONTRACT** for the breeding season of **2019**, is made and entered into on this _____ day, of _____, **201__**, by and between **Randy & Lee Ann Cornelison of Diamond C Ranch**, hereinafter designated Breeder or Stallion Owner, and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, Reg.# _____, to the stallion **Yella By Design, AQHA 4742389, APHA 902629** for the stud fee of **\$ 750** subject to the following conditions:

1. Mare Owner agrees to pay Breeder a non-refundable Booking Fee of \$200 payable with this contract.
2. The balance of the stud fee is due prior to the first order of semen.
3. Semen Shipping Fees: In addition to the stud fee set forth above, Mare Owner agrees to pay Breeder a fee of \$250 plus Actual FedEx shipping cost to cover the collection, handling, and over-night shipping. Fees paid for shipping must be paid prior to collection and shipping. This fee shall be payable for every shipment sent to Mare Owner.
4. Semen should be ordered by 4 pm CST the day before shipment if possible. Mare Owner should keep Breeder informed as to the expected time of order. Semen is available from Breeder on a priority basis with mares at KB Ranch being serviced first. Next available will be Mare Owner, or Mare Owner's veterinarian, who have made prior arrangements and kept Breeder up to date on mare's progress. Lastly, semen will be available to Mare Owners who request a shipment without prior warning or notification.
5. Shipments will be sent FedEx or UPS overnight. Therefore, Monday through Friday shipments are possible. Airport to airport service is not currently available. If Mare Owner wishes, it may be possible that semen be picked up at KB Ranch to expedite the speed of delivery.
6. A copy of registration (both sides) must be included with this signed contract.

7. Only the mare designated in this contract may be inseminated with shipped semen. Mare owner may not substitute another mare without the written consent of Breeder. Embryo transfers are prohibited. If mare is bred/exposed to another stallion during breeding season, this contract will become null and void and no refunds will be given.
8. This contract contains a **“LIVE FOAL GUARANTEE”**. If foal is born dead, or mare fails to conceive, there are rebreed privileges for the **2020** breeding season with no stud fees due. Stallion Owner is to be notified within 7 days and receive a veterinarian’s statement confirming death of foal. If after being pronounced in foal the mare should miscarry, abort, or prove barren Mare, Owner has rebreed privileges for the **2020** breeding season only with no stud fees due. If the stallion dies, is sold, or becomes unfit for breeding prior to settling the mare the Breeder will refund stud fees paid, not to be included are nonrefundable booking fees, in current breeding season. All shipping and other expenses will be subject to charge on rebreeding.
9. Mare must be kept current on all vaccinations throughout her pregnancy. Failure to do so will cancel the Live Foal Guarantee.
10. If mare is unable to rebreed, Mare Owner may substitute another mare.
11. In the event mare is sold, contract will transfer to the new owners only with the written consent of Breeder. This contract cannot be sold for use on another mare.
12. Mare Owner is entitled to a maximum of 2 shipments per estrous cycle, for no more than 4 cycles per breeding season. If after 4 cycles mare fails to conceive, the mare must be brought to Breeders facility to be bred, or an approved substitution mare, no exceptions. Shipped semen will be available February 1 through May 30, 2019.
13. Mare Owner accepts that the burden of conception, timely ordering of semen, proper timing and insemination practices is placed solely upon the Mare Owner. Any and all expenses arising from the care, management and inseminating of the mare are the responsibilities of the Mare Owner.
14. Breeders Certificate will be issued to Mare Owner after foal is born, and all fees and expenses are paid in full to Breeder.
15. Breeders agrees to ship enough extended semen, in viable condition at time of collection, that Mare Owner should receive at least 500 million progressively motile sperm within next-day delivery time. Distances and unforeseen circumstances may force shipments to take longer than one day
16. Breeder is not responsible for lost, delayed, or damaged semen. Mare Owner agrees to hold Breeder harmless if mare fails to settle for any reason.
17. In the event that it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, Mare Owner agrees to pay all reasonable court costs and attorney fees incurred in the suit or collections. Payments past due 30 days is considered a default and Breeder is entitled to a possessory lien against owner’s horse(s). Mare Owner further agrees that this contract is made and entered into the County of Comanche, in the state of Texas, and that it shall be interpreted, enforced and transacted

under laws of said state, and within the designated county, regardless of the manner of breeding solicitation

- 18. In the event Mare Owner's check is returned as unpaid, for any reason, Mare Owner is responsible for a returned check fee in the amount of \$100. Reimbursement to cover returned check and returned check fees must be paid by cash, money order, cashiers or certified check only.

Signed and agreed to this _____ day of _____, 201__.

By: _____
KB Ranch Stallion Station
Kari &/or Brian Robertson
Representing Randy &/or Lee Ann Cornelison

By: _____
Mare Owner

Address

City, State, Zip Code

Phone Number