

## 2017 Cooled Semen Breeding Contract – United States

This certifies \_\_\_\_\_, hereafter referred to as MARE OWNER, has engaged in one service to The Big Sensation, APHA Registration #742,822, for the mare \_\_\_\_\_, Breed \_\_\_\_\_, Registration # \_\_\_\_\_ for the 2017 breeding season.

**BREEDING FEE:** MARE OWNER agrees to pay a breeding fee of **\$1,750**. The breeding fee includes a **\$500 non-refundable booking fee payable with this contract**. *This reserves a breeding for the above MARE in The Big Sensation 's book for 2017. The MARE OWNER agrees to pay all fees due before any shipment of semen shall be made. Any deviation of these terms must be specified in writing and signed by the STALLION OWNER/AGENT. Regardless of whether the breeding is through a stallion service auction, donated or a reduced breeding agreement, a \$500 non-refundable booking fee is still applicable for all contracts.* Breeding season is from February 1<sup>st</sup> to June 1, 2017.

**SHIPPING TERMS AND CONDITIONS:** The breeding fee covers the cost of the first FedEx cooled semen shipment. The first shipment will be by US FedEx. If the first shipment is to be airline counter to counter, there will be additional charge of \$100. Merritt Equine Ventures, LLC. and Select Breeders Southwest shall not be responsible for the costs arising from shipments lost, damaged or delayed in transit, or condition of cooled semen upon delivery. Cooled semen is shipped in a disposable container.

- a) Additional cooled semen shipments will be \$335 each for FedEx.
- b) Additional airline counter to counter are \$435 - Saturday delivery is an additional \$15.00.
- c) Semen picked up and taken to another ranch will be treated as transported semen. Cooled semen has a pickup fee of \$205 for each additional cooled semen pickup if MARE OWNER uses own container.
- d) The pickup fee of additional cooled semen is \$240 if MARE OWNER uses SBSW's container.
- e) Rush fee is \$95.

**COLLECTION AND SHIPPING SCHEDULE:** The STALLION is scheduled for collection on Monday, Wednesday and Friday. Please notify Select Breeders of semen requirements by 12:00 noon the day before a collection day. We cannot guarantee delivery on late calls, but we will do our best to provide service. Each shipment of cooled will contain two doses. STALLION OWNER/AGENT has the right to deny shipping requests for any reason, including, but not limited to an untimely request.

**MARE BREEDING CONDITION:** MARE OWNER represents and warrants that the MARE is in sound breeding condition and free from disease and infection. If the MARE is not pregnant after the second shipment, the STALLION OWNER reserves the right to require that the MARE OWNER take the MARE to a reproduction veterinarian. Select Breeders Southwest will consult with veterinarians and MARE OWNERS at no charge on cooled semen protocol. If multiple shipments are requested, STALLION OWNER/AGENT reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments.

**COOLED 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 semen. Mare Owner agrees and certifies that only a qualified, experienced and licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. MARE OWNER agrees to use all semen provided by the 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 agreed upon Mare shall automatically terminate all obligations by STALLIONOWNER/AGENT 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.

**REGISTRATION PAPERS:** A copy of both sides of the MARE 's certificate of registration reflecting the ownership of the MARE by the MARE OWNER must be submitted with this Agreement together with the completed contract. If the MARE OWNER is a lessee of the MARE, then lessee should also submit a lease agreement or other document reflecting recognition by the applicable breed registry of that lease.

## 2017 Cooled Semen Breeding Contract – United States

**BREEDER'S CERTIFICATE:** STALLION OWNER/AGENT will require notification of breeding dates in order to submit a stallion breeding report for your MARE. Upon notification of birth of a live foal and after all fees and expenses have been paid, a Breeder's Certificate will be issued to the Mare Owner.

**LIVE FOAL GUARANTEE (LFG):** Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal or if the foal is stillborn, a rebreed will be entitled the following breeding season for a non-refundable Rebreed Fee of \$350 plus applicable shipping/pickup charges. *The LFG Rebreed Fee has to be paid per breeding season with a maximum of two breeding season attempts. After the second attempt, STALLION OWNER/AGENT is released from all contractual obligations.* MARE OWNER agrees to furnish the STALLION OWNER/AGENT written certification by a licensed veterinarian within seven days that the mare has slipped or produced a nonviable foal. MARE OWNER certifies that such abortion or death did not result from any act or omission of the MARE OWNER. If the MARE OWNER fails to rebreed the mare the following breeding season, then any and all fees become forfeited, the right to rebreed is cancelled and the STALLION OWNER/AGENT is released from all further obligation of this contract.

**COLOR FOAL GUARANTEE (CFG):** If the resulting foal is not eligible for regular paint registry, the mare may be rebred the following breeding season only, provided a non-refundable Rebreed Fee of \$500 plus applicable shipping /pickup charges. *The CFG Rebreed Fee has to be paid per breeding season with a maximum of two breeding season attempts. After the second attempt, STALLION OWNER/AGENT is released from all contractual obligations.* A mare owned by the same owner with a greater chance of color may be substituted upon approval of STALLION OWNER. If the MARE OWNER fails to rebreed the following breeding season, then any fees any and all fees become forfeited, the right to rebreed is cancelled and the STALLION OWNER is released from all further obligation of this contract.

**MULTIPLE FOALS:** The payments provide for one foal for the 2017 breeding season from this MARE. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional Breeding Fee for each additional embryo or resulting foal. Such payment shall be due within 60 days of breeding if embryos are flushed from the MARE, or within two weeks of foaling in the case of twins. No breeding certificate for any additional foal shall be issued without such additional payment.

**AGREEMENT:** This Agreement: a) may neither be assigned nor transferred in any other manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in writing executed by both parties; and e) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The failure of STALLION OWNER to require performance of any provision of this Agreement shall not affect STALLION OWNER 'S right to later require performance, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

**DISCLAIMER:** The parties hereto specifically agree if a dispute between MARE OWNER and STALLION OWNER arises, MARE OWNER agrees that personal jurisdiction and venue of all such disputes resides in Gregg County, Texas. Upon full execution with signatures, this Agreement becomes binding by both parties, subject to the terms and conditions governed by the laws of the State of Texas.

**MARE OWNER:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

**STALLION OWNER/AGENT:**

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Initials of Breeder: \_\_\_\_\_

## 2017 Cooled Semen Breeding Contract – United States

### Breeding Contract Information Sheet

**Mare Information:**

|  |  |
|--|--|
| Mare's Registered Name                           |  |
| Breed  |  |
| Registration #                                   |  |
| 2 <sup>nd</sup> Registration # (if applicable)   |  |
| Owner's Name (as appears on registration papers) |  |

**Mare Owner Information:**

|                                    |  |
|------------------------------------|--|
| Name                               |  |
| Address                            |  |
| City, State, Zip                   |  |
| Home Phone #                       |  |
| Cell Phone #                       |  |
| Email                              |  |
| Agent Name (if applicable)         |  |
| Agent Phone Number (if applicable) |  |

**Shipping Information:**

|                   |  |
|-------------------|--|
| Business Name     |  |
| Contact Person    |  |
| Physical Address  |  |
| City              |  |
| State             |  |
| Zip Code          |  |
| Phone #           |  |
| Preferred Airport |  |

## 2017 Cooled Semen Breeding Contract – United States

**Payment Information:**

All payments must be made by check or credit card in US funds. **Payments must be made in full prior to semen shipped.**

Credit Card Information & Authorization: A 4% fee will be added to any credit card payment.

|                 |                                     |                               |   |                                   |
|-----------------|-------------------------------------|-------------------------------|---|-----------------------------------|
| Check One:      | Mastercard <input type="checkbox"/> | Visa <input type="checkbox"/> | American Express <input type="checkbox"/> | Discover <input type="checkbox"/> |
| Name on Card    |                                     |                               |   |                                   |
| Billing Address |                                     |                               |   |                                   |
| City            |                                     |                               |   |                                   |
| State           |                                     |                               |   |                                   |
| Zip Code        |                                     |                               |   |                                   |
| Credit Card #   |                                     |                               |   |                                   |
| Exp Date.       |                                     |                               |   |                                   |
| Security Code   |                                     |                               |   |                                   |

**Check Information:**

Checks should be made payable to Merritt Equine Ventures, LLC. and mailed to the following address: 273 FM 2276 Kilgore, TX 75662.

**CHARGES:**

|   |           |
|---|-----------|
| Stud Fee                                    | \$        |
| Booking Fee (First FedEx Shipment included) | \$        |
| Shipping (Extra Charges)                    | \$        |
| <b>TOTAL FEES</b>                           | <b>\$</b> |

**CONTACT INFORMATION:**

*Breeding Manager:*

Kristin Layher  
[info@kristinlayhershowhorses.com](mailto:info@kristinlayhershowhorses.com)  
 (940) 435-8322

*Assistant Breeding Manager:*

Lacy Merritt Blalock  
[lacy@merritt.net](mailto:lacy@merritt.net)  
 (903) 445-7045

*Breeding Facility:*

Select Breeders Southwest  
 Contact: Ed Harmon  
[ed@selectbreederssw.com](mailto:ed@selectbreederssw.com)  
 2982 Rock Hill Rd.  
 Aubrey, TX 76227  
 (940) 365-2467

## 2017 Cooled Semen Breeding Contract – United States

### Select Breeders Southwest, Inc. – Aubrey, TX

*First FedEx USA shipment or ranch pickup of cooled or frozen semen from The Big Sensation is included in Booking Fee. All additional shipments or pickups will be charged as described below:*

#### COOLED SEMEN DISTRIBUTION CHARGES

|                                   |           |   |
|-----------------------------------|-----------|---|
| Distribution Fee                  | \$ 335.00 | Our cooled semen service includes semen collection , analysis, processing, packaging, Priority Overnight via FedEx, and a disposable EST shipping container. Sperm motility is determined by computer assisted semen analysis (CASA) . A printed report of the semen analysis and processing information is provided with each shipment. Saturday delivery is an additional \$ 15.00.   |
| Client Pickup w/<br>Own Container | \$205.00  | Applies to mare owners who pickup up the container themselves from the SBSW office in Aubrey, TX. Semen can be picked up during normal business hours, preferably between 1-5pm. Excludes all FedEx.  |
| w/ EST Disposable<br>from SBSW    | \$240.00  |   |
| Airline Shipments                 | \$ 435.00 | Semen for same day delivery can be picked up by courier from Select Breeders Southwest, Inc. in Aubrey, TX and shipped via airlines. Our cooled semen airline service includes semen collection, analysis, processing, packaging, courier fee to airport, airline fees and a disposable EST shipping container. Sperm motility is determined by computer assisted semen analysis (CASA). A printed report of the semen analysis and processing information is provided with each shipment. <i>(If first shipment is via airline a fee of \$100.00 will be due prior to shipment.)</i> |

**Select Breeders Southwest, Inc. will collect chilled semen from The Big Sensation for shipments on Monday – Wednesday – Friday. No collections are performed on Saturdays and Sundays.**

*Fees subject to change without prior notification if FedEx increases their rates during breeding season.*