

This **STALLION BREEDING CONTRACT FOR TRANSPORTED COOLED SEMEN** for the breeding season of 200___, made and entered into on this _____ day of _____, 200___, is by and between Dan McWhirter Quarter Horses, hereinafter designated Stallion Owner, and _____, hereinafter designated Mare Owner. Mare Owner agrees to breed the Mare _____, Reg. No. _____, to the Stallion **IOTA INVEST AQHA# 3228951**, for the Stud Fee of \$1200, for a live foal, subject to the following conditions:

1. The Stud Fee includes a non-refundable booking fee of \$400, payable with this contract. The Stud Fee balance of \$800 must be paid before semen is shipped.
2. Stallion owner agrees to ship semen as described in Attachment 1. If a mare fails to settle, for any reason, Mare Owner will hold Stallion Owner harmless. Mare Owner agrees to give Stallion Owner ample opportunity to settle mare and agrees to follow the conditions described in Attachment 1. Stallion Owner will agree to furnish mare owner two (2) shipments of semen per mare's cycle if needed (providing no ovulation after first shipment). These shipments will be shipped as price per shipment as detailed in Attachment 1. There shall be no more than four (4) total shipments per breeding season. The Mare Owner then has the option to substitute another mare during the current season or have a return for the following season.
3. It is the Stallion Owner's responsibility to provide the Mare Owner with one (1) package of semen (two (2) packages if available) in an industry standard container, with one billion viable spermatozoa per package.
4. This contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal which stands and nurses. If foal is born dead, there are return privileges, as outlined in Attachment 1, for the subsequent season only. Stallion Owner must be notified within thirty (30) days of the death of the newborn foal and receive a veterinarian's statement confirming same. If after being pronounced "safe in foal," the mare should miscarry, abort or prove barren, Mare Owner has the privilege to return her for the following year only. "Safe in foal" is when the Mare is checked by a licensed veterinarian and found to be sixty (60) days in foal. Guarantee is null and void if Mare Owner does not give Stallion Owner ample opportunity to settle mare. *Stallion Owner shall be released from the LFG and the LFG shall be void if Mare is sold without notice to Stallion Owner.* Further, upon the event that the Stallion becomes unserviceable for whatever reason, Stallion Owner—in his own discretion— may either:
 - a. Offer the services of another stallion owned by Dan McWhirter Quarter Horses; or
 - b. Utilize frozen semen to satisfy the terms of this contract.
5. A "Breeder's Certificate" will be issued for the foal conceived by this mating, when ALL stallion fees and all other expenses (including veterinarian) have been paid in full; and, when mare has produced a live foal by this mating.
6. Embryo Transfer. If more than one embryo results from a breeding during embryo harvesting, Mare Owner must pay an additional Stallion Service fee within sixty (60) days of confirmed pregnancy in order to receive a certificate for the additional foal(s). However, if Mare has a twin birth resulting in two foals that stand and nurse an additional breeding certificate will be issued at no extra charge.
7. It is further agreed that if the mare dies before producing a live foal or becomes unfit to breed before being pronounced safe in foal, the Mare Owner may breed a substitute mare for the current breeding season or the following season only. No stud fees will be refunded.
8. This contract is non-assignable and non-transferable.
9. This contract is entered into the State of Nebraska, and will be interpreted and enforced under the laws of Nebraska. If any clause in the contract is against Nebraska law, then that clause shall be null and void.
10. **EXPRESS OR IMPLIED WARRANTIES.** NO WARRANTIES, EITHER EXPRESS OR IMPLIED, WHATSOEVER, SHALL ACCOMPANY A BREEDING OBTAINED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTEGRITY, QUALITY OR CHARACTERISTICS SHALL BE GIVEN. MARE OWNER ACKNOWLEDGES SUCH BY SIGNING BELOW.
11. The following rider is attached hereto and made a part hereof. Attachment 1.
12. This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied, are included unless specifically stated in this written contract. The original contract will be kept on file at McWhirter Quarter Horses and a copy provided for Mare Owner. Upon execution this contract will be binding on both parties.

Signature _____
(Mare Owner's (or authorized agent's))

Signature _____
(Stallion Owner's (or authorized agent's))

Name: _____
Address: _____
City, State, Zip: _____

Phone: _____
Email: _____



Attachment 1 of 3
RULES FOR SHIPPED SEMEN
SHIPPED

- A. Stud Fee for IOTA INVEST is \$1200. Booking fee of \$400 is due with the signed STALLION BREEDING CONTRACT FOR TRANSPORTED, COOLED SEMEN. Mares must be booked early.
- B. A copy of the Mare's Registration Papers must also be included with the signed Contract along with a completed SHIPPING INFORMATION FORM contained in Attachment 1.
- C. Balance of Stud Fee, \$800, is due before first shipment. No chute fees will be charged.
- D. Equitainer refundable deposit of \$250 or a credit card authorization form is also due prior to the first semen shipment. Mare owner's credit card will be charged or deposit will not be refunded if container is not returned to Dan McWhirter Quarter Horses within three working days of receipt of semen.
- E. Each shipping charge is \$72.50 for Fed-Ex overnight weekday delivery and \$85 for Fed-Ex overnight Saturday delivery. Other methods of delivery will be priced upon request. A \$50 airport courier charge will be assessed to all counter to counter shipments. Shipments will be insured to cover only Equitainer replacement and collection fee costs. If shipment is lost or delayed, Mare Owner assumes all risks of lost time and expense associated with preparation of his/her mare for breeding. A lost or delayed shipment will not be counted against the four (4) shipments maximum per breeding season outlined in the Contract, Item 2.
- F. The mare owner is responsible for \$150 collection fee per shipment and all container shipping charges TO and FROM the breeding farm. The first collection fee is included in the stud fee. Collection and shipping fees will be billed to your credit card on a monthly basis.
- G. All Stud Fees, including Equitainer refundable deposit, must be paid prior to shipping (out of state checks require 10 days to clear). For your convenience, we do accept Master Card and Visa. If you wish to use a credit card, A CREDIT CARD AUTHORIZATION FORM, contained in Attachment 1, must be filled out prior to shipment.
- H. A finance charge of 1.5% of the unpaid balance will be charged on all balances remaining due past thirty (30) days.
- I. You MUST REQUEST SHIPMENT BY NOON (Central Time) ON THE DAY THE SEMEN IS TO BE SHIPPED. Cancellations must be received before 4 pm (Central Time) on shipping day.
- J. We will ship semen ONLY ON MONDAYS, WEDNESDAYS and FRIDAYS.
- K. In the event that not enough semen is collected to meet a day's breeding and shipping needs, ON SITE MARES WILL HAVE FIRST PRIORITY. Shipped semen requests will be filled in the order received.
- L. Live Foal Guarantee. If the mare does not produce a live foal in 2007, a rebreed will be allowed for the same mare or a substitute mare for the 2008 season only.



Attachment 2 of 3
SHIPPING INFORMATION FORM

Name of Mare: _____

Mares Owner's Name: _____

Person Receiving Shipment: _____

Shipping Address: *(No PO Box, Must be Street Address or Rural Route)*

Phone Number: *(include area code)* _____

Fax Number: *(include area code)* _____

Unless otherwise specified, FedEx Overnight Delivery will be used to deliver semen shipments.

If you do desire an alternate method of shipment please specify it below and furnish any additional information that would be useful in serving your delivery needs (i.e., nearest airport, etc.).

Requested Alternate Method: _____

Additional Information: _____



**Attachment 3 of 3
CREDIT CARD AUTHORIZATION FORM
SHIPPED**

Date: _____

Please Use Credit Card For:

Booking Fee: _____

Stud Fee Balance: _____

Container Deposit: _____

Shipping Charges: _____

All Charges Incurred: _____

Collection Fee: _____

To: Dan McWhirter Quarter Horses

This is to verify that I, _____ authorize Dan McWhirter Quarter Horses to pay my account with the use of my Master Card/Visa credit card. Dan McWhirter Quarter Horses has not stamped my card, but will keep this letter and signature on file to verify authorization. Dan McWhirter Quarter Horses will only charge my statement upon my authorization.

Master Card #: _____

Expiration Date: _____

Name on Credit Card: _____

Visa Card Number: _____

Expiration Date: _____

Name on Credit Card: _____

Signature: _____

