

**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 **A SILVER SPARK** for the **2021** breeding season for the stud fee of **\$800.00** which includes a **\$350.00** 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 **A SILVER SPARK** for the mare listed below for the **2021** breeding season.

Mare Name: \_\_\_\_\_ Registration: \_\_\_\_\_

2. Breeding Fee. The breeding fee shall be **\$800.00**, which includes a nonrefundable booking fee of **\$350.00**, 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). **Additional Expenses include Collection fee of \$250.00 & actual FedEx charges (receipt provided).**

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. All fees including unpaid portions of FedEx Fees & non-return or wrapped box fee's must be paid in full before foal registration is released.

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 acknowledges that KQH Ranch has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any conformation defect or disease. KQH RANCH DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree if a dispute between Mare Owner and KQH Ranch arises, Mare Owner's damages, expenses, costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to an amount equal to the breeding fee specified herein.

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.

7. Certificate and Multiple Foals. Upon notification of birth of a live foal and full payment of all fees and expenses and the performance of all other obligations of Mare Owner under this Agreement, KQH Ranch shall issue one breeder's certificate to the Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee, including booking, for each 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 case of twins in order to receive a breeding certificate for the additional foals.

8. Substitution. If the Stallion dies, is unavailable, sold or becomes unfit for service, and Mare is not in foal, 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/fees for shipped frozen semen. If the Mare dies before being settled, another mare may be substituted only upon express written consent to KQH Ranch.

9. Miscellaneous. It is further agreed: (a) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein; (b) this Agreement cannot be amended except in a writing executed by all parties hereto; (c) this Agreement may not be assigned or transferred in any manner, absent the express written permission of KQH Ranch; (d) this Agreement shall be governed by the laws of the Commonwealth of Wisconsin and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties; (e) all actions concerning this Agreement shall be governed by the laws of the State of Wisconsin and under the jurisdiction of Dodge County; (f) Mare Owner acknowledges that failure of KQH Ranch to require performance of any provision of this Agreement shall not affect KQH Ranch' 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; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of Mare Owner; (h) should it be necessary for KQH Ranch to employ an attorney to enforce any of the terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by KQH Ranch; and (i) Mare Owner acknowledges that KQH Ranch acts solely as agent for the owner of the Stallion, and KQH Ranch will be bound by the terms of this Agreement only for so long as KQH Ranch is designated as the agent for the Stallion. Parties agree in event of litigation the proper forum is Dodge County.

Mare Owner

Date

Stallion Owner

Date

You must be 18 or over to sign

**PLEASE MAKE CHECKS PAYABLE TO: Karen Gauger**

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