

Big Sky Shires and Equine Services

SHIPPED SEMEN STALLION SERVICE CONTRACT

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This certifies _____ herein referred to as the Mare Owner,

has engaged one breeding to **Illusion Farm's Tuff Hedeman ASHA # 23091-S** for the

_____ breeding season at \$_____ for the following mare: Mare Name:

_____ Breed _____ Reg No _____ Year foaled: _____

Big Sky Shires & Equine Services, agent for the above named stallion, will herein be referred to as Breeder or BSS&ES. The service is engaged subject to the following:

1. This contract is good for one foal. Multiple foals from the same mare in the same breeding season will require a separate contract and breeding fee for each resulting foal. The only exception to this would be twins that are carried throughout term and foaled by one mare. **This contract is non-assignable or transferable.**
2. A container deposit of \$_____ will be charged. It will be refunded to mare owner at the end of breeding season provided all containers are returned and upon notification to Breeder of the pregnancy status of the mare. Mare Owner is responsible for returning container to the breeder at Mare Owner's expense within 5 days. If the container is not back in our office in 5 days, there will be a \$25.00 per day daily rental fee assessed and deducted from the container deposit. If container is out after two weeks deposit is nonrefundable. (Mare owner may choose to use disposable containers instead of the Equitainer at \$30.00 per container charge- there is no deposit or return needed) **Initial here if you choose the disposable containers:** _____
3. A **non-refundable booking fee** of \$_____ from the above breeding fee is payable with this contract and the balance of \$_____ plus the service charge for one shipment and the container deposit (if applicable) are due before any semen will be shipped.
4. A photocopy of the registration papers front and back (if mare is registered), a profile picture of the mare shall be sent with the contract. Mare Owner whose signature appears below warrants that it is the owner of record, lessee, or authorized agent of the above named Mare. Mare Owner represents to BSS& ES that mare is healthy and in sound breeding condition. **Breeder reserves the right to refuse any mare if she is not of proper health, condition and quality.**
5. **Requests for semen shipment must be made the day before semen is needed by 12:00 PM MST, messages left on a recorder are not considered a valid order or cancellations.** A notice of the mare in heat at day two of her cycle should be called in. Prior called in notices will have a priority over last minute requests with no notice of heat. Collection Days are MONDAYS, WEDNESDAYS, AND FRIDAYS – If stallion is available and able to be collected on off days arrangements may be made. However, there is an additional \$100 collection charge and BSS&ES makes no guarantee that off day collections will be available. **Cancellations must be made by 8:00AM MST on the day of shipment; otherwise a shipping fee will be charged.** Semen will be shipped to the address provided with this contract. All address changes will be the responsibility of Mare Owner. All fees must be paid prior to shipping. Please contact BSS&ES for shipments and cancellations.

6. **Cooled Semen Handling.** Mare Owner is responsible for breeding Mare and must comply with breed registry requirements. Mare Owner agrees that a licensed equine veterinarian will inseminate the Mare. Mare Owner agrees to have mare inseminated not more than 72 hours after collection from the Stallion. Mare Owner agrees to use all semen for the Mare named in this Agreement and no other. Mare Owner agrees to notify BSS&ES immediately if semen arrives in poor condition or shipping container has been tampered with. No Warranty. BSS&ES and Stallion Owner make no warranty or guarantee that semen will be available for delivery within a certain time period. Mare Owner understands that shipped semen is available on a first-come, first-served basis. While every effort will be made to ship viable semen, BSS&ES makes no guarantee that the semen will safely reach the insemination point without losing integrity, quality or characteristic, or that shipping company will deliver in a timely manner. Breeder is not responsible for shipments that are ordered by the mare owner that are not timed properly with the heat cycle of the mare. If any case should arise that another shipment is required mare owner will pay all collection/ handling fees for any shipment.

7. Shipping and Collection/ Chute fees for any shipment collected \$ 250.00 (Mare owner will pay shipping on all shipments/ collections.) All fees and bills must be paid in full before any shipment is sent – to include, stallion fee, collection fees and shipment charges as stated above.)

8. The breeding season in force for this contract shall begin May 1 and close July 15 of the year on this contract.

9. Live Foal Guarantee: Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal or if foal is stillborn a return season is guaranteed for the **following year only** with no additional stud fees (shipping and collection fees apply), providing proper notification is given. Proper notification is a written certification by a licensed veterinarian within seven days that the mare has slipped, or produced a non-viable foal. **For the live foal guarantee to be honored the mare must be checked safe in foal by a licensed veterinarian and a report of those findings sent to the breeder for record.**

10. Rebreds: (1) if mare owner should breed said mare to another stallion prior to any rebreed, semen is not requested, mare is not delivered for rebreed, or if mare is sold or disposed of then stallion fee is forfeited. (2) Third year rebreds are subject to an additional booking fee plus any increases in the breeding fee. No live foal guarantee on third year rebreds. (3) Multiple collections in one season (three) with failed attempts of a conception will require the mare owner to consult a veterinarian or substitution in the mare being bred. Results, in the form of a signed certificate from a licensed veterinarian, of the breeding exam must be submitted to the mare owner for review before another shipment is sent. (4) All fees associated with the rebreed are the responsibility of the mare owner. (5) The stallion owner will diligently test and maintain the above said stallion to keep semen quality to the highest level. (5) **After Three collections the stud fee is non-refundable.**

11. Upon death of the mare in foal, the live foal guarantee will become null and void. If the stallion should become unfit for service or die 90% refund of the stud fee will be refunded.

12. A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of birth of foal.

13. The signing of this contract entitles Breeder to charge 2% per month or 24% annual interest on all past due invoices. Past due billing is defined as those amounts not paid within 30 days of invoicing.

14. This contract is governed by the laws of the state of Montana. All accounts are due and payable in Dawson County, Montana, in U.S. Dollars.

15. LIMITATION OF LIABILITY; ASSUMPTION OF RISK AND INDEMNITY.

WARNING, UNDER MONTANA LAW MONTANA CODE ANNOTATED; TITLE 27 CIVIL LIABILITY, REMEDIES, AND LIMITATIONS CHAPTER 1 AVAILABILITY OF REMEDIES –

LIABILITY Part 7 Liability Mont. Code Anno., § 27-1-725 (1993). AN EQUINE PROFESSIONAL IS NOT LIABLE FOR AN INJURY TO OR THE DEATH OF A PARTICIPANT IN EQUINE ACTIVITIES RESULTING FROM THE INHERENT RISKS OF EQUINE ACTIVITIES.

15.1. Limitation of liability. Mare Owner acknowledges that there are inherent and numerous risks associated with breeding a mare and Mare Owner agrees to bear these risks, including but not limited to illness, injury or disease, to the mare and/or the foal. Furthermore, even though mare may become pregnant, the mare may not give birth or the mare's foal may be stillborn, have defects or become ill, injured or die. Mare Owner agrees that except in the event of Stallion Owner's gross negligence or willfulness conduct, Stallion Owner and its officers, members, employees, directors or agents shall not be liable for any special incidental, indirect or consequential damages arising out of any transaction or activity arising out of this agreement.

15.2. Assumption of risk. Mare Owner understands that engaging in equine activities including breeding a mare or boarding the mare or foal at another farm or facility is an inherently dangerous activity and that by so doing mare and/or foal are exposed to dangers both known and unknown. Horses are large unpredictable animals which are dangerous and present a risk of injury no matter how much training they have and no matter what level of experience Stallion Owner has and no matter what the situation.

15.3 Indemnity. Mare Owner agrees to defend, indemnify and hold Stallion Owner harmless from and against any and all claims, demands, judgments, loss, liability or damage including attorney's fees or costs, that Stallion Owner may occur arising out of or in any way connected with Mare Owner's presence on or use of Stallion Owner's facility or the breeding services provided pursuant to this Agreement.

16. This contract is not valid unless completed in full. When Mare Owner signs and returns the contract and booking fee to Breeder, Breeder will notify Mare Owner within 10 days of approval. Upon notification, it will become a binding contract on both parties, subject to the above/below terms and conditions.

Mare Owner Signature: _____ **Date:** _____

Stallion Owner/ Agent: _____ **Date:** _____

<p>Shipping Information: Ship to: _____ Address: _____ City/ST/Zip: _____ Phone: _____ Alt. Phone: _____ Fax: _____ Shipping Method: <u>UPS</u> Saturday Delivery: ___ Yes ___ No</p>	<p>Owner Information: Date: _____ Owner/Agent: _____ Address: _____ City/ST/Zip: _____ Work Phone: _____ Home Phone: _____ Cell: _____ Fax: _____ Email: _____</p>
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For Big Sky Shire's Use Only

Ship Date	Collection Fee	Container Type	Shipper + Amount	Courier Fee (if any)	Container Return Date	Pregnancy Confirm Date	Other (specify)