

# Big Sky Shires and Equine Services TRANSPORTED COOLED SEMEN AGREEMENT

## Brett and Leanne Hoagland

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THIS AGREEMENT, effective \_\_\_\_\_, is entered into by and between Big Sky Shires & Equine Services and (hereinafter "Client"): \_\_\_\_\_

Phone Number: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

Whereas, the Registered Stallion \_\_\_\_\_, Registration # \_\_\_\_\_ is standing at Big Sky Shires & Equine Services for the 20\_\_\_\_ breeding season.

The Client is owner or lessee of the following mare (hereinafter "Mare"):

Name of Mare: \_\_\_\_\_, Registration # \_\_\_\_\_

Sire of Mare: \_\_\_\_\_ Dam of Mare: \_\_\_\_\_

Whereas, Client has purchased a 20\_\_\_\_ breeding for the Mare to \_\_\_\_\_ and desires to have live, cooled semen shipped to Client using: \_\_\_\_\_ the Equitainer method (requires deposit) or \_\_\_\_\_ disposable shipper (\$30.00 cost) to satisfy said breeding right.

NOW, THEREFORE, THE PARTIES HEREBY AGREE that the semen will shipped from Big Sky Shires & Equine Services to Client for the Mare on the following terms and conditions:

1. Stallion Breeding Contract fee or Re-handling fee must be paid in advance to the stallion owner/ breeder.
2. A **\$250.00** FLAT RATE PER SHIPMENT INCLUDES LAB PROCESSING AND COLLECTION. Normal cooled semen shipments will consist of two (2) insemination doses but Big Sky Shires & Equine Services reserves the right to send only one dose of semen. Big Sky Shires & Equine Services reserves the right to ship semen at their sole discretion. Priority Overnight UPS shipping fees are charged every time semen is shipped. Additional charges apply for Same Day Federal Express shipping (not recommended) and counter-to-counter shipping. Counter-to-counter shipments may not be available and are dependent upon flight schedules of contracted air carriers.
3. The collection/shipment of semen to the Client will be done by Big Sky Shires & Equine Services.
4. Refundable Equitainer Deposit of \$350.00 must be paid to Big Sky Shires & Equine Services before shipment will be sent. Deposit will be refunded when Equitainer is returned.
5. The Client must return the Equitainer by UPS Overnight mail to arrive at Big Sky Shires & Equine Services no later than 5 days after Client's receipt. Client shall pay a \$25.00 per day charge if the Equitainer is not received within that time period and subsequent shipments of semen will not be made until the container is returned. If Equitainer has not been returned within a 2-week period Client will be charged entire deposit. Return shipping charges for the Equitainer (UPS Overnight) shall be paid by the Client.
6. The Client shall notify Big Sky Shires & Equine Services of the impending need for semen by telephone. 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.

7. **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 cancellation.** 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.

THEREFORE, DELIVERIES OF SEMEN WILL BE SCHEDULED FOR TUESDAY, THURSDAY, AND SATURDAY (it is the clients responsibility to make sure they have Saturday delivery from UPS).

9. Priority in semen transport will be given to those who book earliest and who give 24 hours advance notice (before 12:00 P.M. MST one day before semen is scheduled to be shipped).

10. Big Sky Shires & Equine Services. mailing and shipping address: 285 Hwy 200 South, Glendive MT 59330 Phone number: (406) 687-3004 or (406) 939-1263.

11. Breeding Season is from May 1 until July 15.

12. 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 ACTIVITES.

12.1. 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.

12.2. 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.

12.3. 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.

13. We accept checks payable to Big Sky Shires & Equine Services, cash or Visa, MasterCard, Discover credit cards Through Pay Pal (5% Additional fee for Credit Cards) . A fee of \$40.00 will be charged for returned checks. Client has read, understands and agrees to all the terms and conditions of this agreement.

Client: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

For Big Sky Shires & Equine Services  
285 Hwy 200 South/ PO Box 95 . Glendive Montana 59330  
(406) 687-3004 or (406) 939-1263