

Fifty Shades Darker ~ Shining C Grulla Horses

Cooled Transported Semen Agreement

The Total Breeding Fee for Fifty Shades Darker for the 2021 season is \$1,000.00 _____

(This is to include the chute fee and the first shipment of semen.)

The total breeding fee shall be payable upon execution of this contract and must be paid a minimum of (10) days before semen will be shipped unless paid with cashier's check, money order, or credit card which may be paid any time prior to shipment. **At no time will any shipments be made without the Total Breeding Fee and all shipping fees being paid in advance.** There is a \$200.00 _____ fee per shipment of cooled semen which includes shipment via Fed Ex/UPS within the United States and \$ _____ to Canada. Additional charges of \$50.00 for Saturday deliveries and "FedEx First" shipments. If semen is picked up at the ranch, the fee is \$150 per semen packet per mare if the mare owner provides the shipping container or \$175 if the breeding farm provides the shipping container. If shipment needs to be sent same day via Air Cargo within the U.S., the customer will pay a \$375 shipped semen fee prior to shipment of the semen or \$400 when shipped to Canada. All semen shipment fees and/or pickup fees **must be paid** prior to shipment.

1. Breeding manager will begin shipping cooled semen on February 15th of the current breeding season and end on July 15th. **A request for a shipment of cooled semen must be made by 5:00pm CST the evening prior to shipping time.** Cancellation must be made by 8:00am CST on shipping day to avoid a cancellation fee. **One dose of semen will be sent per shipment.** We will ship on a first requested, first served basis. At no time will the stallion owner make a guarantee that cooled semen will be available on a specific breeding day. Shipping days are Monday, Wednesday & Friday, only. We will not ship on any non-breeding days. Also note, the stallion is still showing and may not be available on all shipping days. Contact the breeding manager prior to requesting semen to confirm availability.
2. The breeding manager has the right to set a limit of two (2) shipments per breeding cycle per mare and no more than five (5) shipments per breeding season per mare. The breeding manager reserves the right to require the mare owner to transport the mare to the breeding farm if more than five (5) shipments per breeding season are requested.
3. Breeding manager agrees to ship cooled semen as described above. If a mare fails to settle for any reason, mare owner will hold stallion owner & breeding manager blameless. Stallion owner, breeding manager & breeding farm bear no responsibility for the semen after it is shipped, picked up or is taken from the breeding farm. This includes but is not limited to late deliveries by Fed EX/UPS and/or airlines and/or couriers.
4. *Cooled Semen Disclaimer:* Semen is shipped on a first call, first served basis with farm mares receiving 1st priority. Please remember that a cooled semen contract does not guarantee semen will be available. Breeder makes no representation or warranties, expressed or implied, regarding the cooled semen delivered under this agreement, including without limitation, representations or warranties that the cooled semen will safely reach the insemination point without losing its integrity, quality or other characteristics. The mare owner acknowledges that the use of cooled semen is an emerging technology that the stallion owner, &/or breeding manager make no representations or warranties, expressed or implied, regarding the delivery of the cooled semen

delivered 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 cooled semen will be available at the time requested by the mare owner.

5. A Live Foal Guarantee will apply for one year to those mares that conceive and carry a pregnancy at least sixty (60) days from insemination (see other stipulations in contract). To be eligible for a live foal guarantee, a confirmation of pregnancy must be submitted prior to the end of the current breeding season. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if the stallion manager is notified and receives a veterinarian's statement confirming death within thirty (30) days.
6. Return, re-breed privileges shall apply only to the next breeding period and stallion owner &/or stallion manager reserve the right to require the mare owner to transport the mare to the breeding farm. A non-refundable rebreed Chute Fee must be paid prior to any mare being re-bred. A substitute mare may be used at the sole discretion of the stallion owner or manager if the original mare has died or is deemed unfit for breeding. No refunds will be given at any time for any fees for any reason including but not limited to the chute fee or semen shipment fees.
7. The stallion breeding manager has the right to require any mare who is eligible for a re-breed to come to the breeding farm for the next breeding season.
8. Should more than one embryo or foal result from a breeding the mare owner must pay an additional Total Breeding Fee for each additional live foal in order to receive a breeding certificate for additional foals.
9. The parties further agree that should the stallion die, be sold, or become unfit for service for any reason, then this contract shall become null and void and both parties are relieved of any further obligation hereunder except that the mare owner shall pay for all other expenses actually incurred including but not limited to the payment of any outstanding fees including breeding fees, shipped semen fees, board, etc and the stallion owner may return the breeding fee, less the chute fee or semen shipment fees.
10. The live foal guarantee in this contract is non-transferable and non-assignable and should the mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. In the even the stallion manager or owner agrees to the transfer or assignment of the live foal guarantee rights under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable. No refunds will be given at anytime for any fees including but not limited to the chute fee or semen shipment fees.
11. A Breeder's Certificate will be issued to the mare owner only after all expenses have been paid in full and upon notification of the birth of the foal. Only one Breeder's Certificate will be issued for each total breeding fee paid. Embryo transfers that result in more than one live foal must have a separate total breeding fee paid prior to issuance of a breeder's certificate.
12. The parties acknowledge that this agreement is made and performed within the County of Cooke, State of Texas. Both parties agree should any dispute or claims arise regarding this contract, the venue will be I the State Court located in Cooke County, Texas and shall be construed and enforced under the laws of the State of Texas. Both parties agree that at no time will any damages ever be awarded in any mount greater than the actual stud fee that was paid.

13. When the mare owner signs and returns this contract to the stallion manager and the stallion manager signs this contract, it will then become a binding contract on both parties subject to the above terms and conditions, except by written mutual consent of the parties thereto
14. If any section of this agreement is declared invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this agreement, and other sections shall remain in full force and effect. The contract may be executed in any number of counterparts which, taken together, shall be considered as a single contract, and may be transmitted via facsimile or email with facsimile or email signatures binding the party so signing.
15. A COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the registration papers will be recorded on the stallion breeding report unless a lease has been filed with the APHA.

Please make your check payable to:

North Texas Equine Veterinary Services

and mail to:

1460 CR 211

Gainesville, TX 76240

You may also fill in your credit card information at the end of this contract and email to **drkatedvm@aol.com** or call in your credit card payment to **940-372-3592**.

We do accept PayPal. Make payment to: **drkatedvm@aol.com**

____ Shipped Semen Fee via Fed Ex (lower 48 states) \$200.00 /shipment with one dose per shipment

____ Shipped Semen Fee via Fed Ex Canadian - \$375/shipment with one dose per shipment

____ Saturday Fed Ex Shipment (1 dose) – Add \$50.00/shipment (in US or Canada)

____ Fed Ex First shipping requested – Add \$50.00/shipment (in US or Canada – check availability)

____ Counter to counter Air \$375/shipment (U.S.) or \$400/shipment (Canadian)

____ Pick Up Semen \$150 (your container) \$175 (breeding farm's container)

Mare Owner _____

Signature: _____ **Date:** _____

Address: _____

City/State/Zip: _____

Telephone: (cell) _____ home _____

Email Address _____

Stallion Manager Signature: _____

Credit Card Information: (card will be charged upon receipt of this contract)

_____ Visa _____ MasterCard

Name of Cardholder: _____

Billing Address: _____

Card # _____ Exp Date _____ CVV _____

Signature: _____ Phone _____