



Mark & Gretchen May

Stallion Service Shipped Agreement and Liability Release

This shipped semen contract is for the breeding season of Feb. 1 through July 31, 2012 is made and entered into on this day _____ of _____ 20____, by and between Mark & Gretchen May hereinafter designated Breeder, and Key Stallion Station, LLC, hereinafter designated as Breeding Facility, and

_____ hereinafter designated, Mare Owner.

Mare owner agrees to artificially inseminate the mare _____, breed _____ Registration number _____

Mare owner agrees they are purchasing one stallion service with a live foal guarantee, for shipped cooled/frozen semen collected from the stallion CR SPRATS BARTENDER, AQHA # 4533635 for the fee of \$750.00 dollars in U.S. Funds, for a live foal subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$250.00 in U.S. funds, payable upon execution of this contract. Upon payment of booking fee and completed contract Breeder does hereby reserve one booking of the said stallion for the said mare. Said booking fee will be applied toward the breeding fee. The balance of this fee, as well as, all collection and shipping fees must be paid in full and received by Breeding Facility prior to shipment of semen. The \$270.00 shipped semen fee includes collection, lab, packaging and Federal Express shipping. Additional shipments, if needed, will be \$270.00 prepaid.

If it is necessary to use same day air service transport, charges will apply for courier fees to airport. Air freight will be billed according to costs incurred. Equitainer must be returned in good, re-useable condition, within two (2) working days after mare is inseminated. Mare Owner agrees to pay the return freight charges and insure Equitainer with shipper to cover loss and/or damages. If Equitainer is not returned within two (2) working days, a \$25.00 fee will be charged for each day it is not returned. Mare Owner agrees to pay for any loss or damages to Equitainer. All shipping fees apply to deliveries within the continental United States only. Deliveries outside the continental U.S. are subject to additional charges. All fees and charges are payable in U.S. funds.

Breeding Facility accept payments by (check payment type): ___Check ___Money Order ___Visa ___Master Card ___Discover Card

Credit Card Number: _____ - _____ - _____ - _____ Expiration Date: ____/____

Cardholder's Signature _____ Authorization Code (last three numbers from back of card) _____

Credit card charges will be charged a processing fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks. Personal checks must be received 10 days prior to shipment. Certified checks will receive immediate credit.

2. Breeding Facility collects and ships Monday through Friday during the breeding season. Breeding Facility requires the order to ship semen be made by 6:00 PM Mountain Standard Time the DAY PRIOR TO SHIPMENT. Mare owner may cancel shipment until 10:00 AM Mountain Standard Time on the day of shipment at no penalty provided shipment is delivered using Federal Express. Semen orders for same day air service are required by 12:00 PM Mountain Standard Time the day prior to shipment. Same day air service can be canceled up to 6:00 PM Mountain Standard Time the day prior to shipment. All requests shall be filled as received. If there is insufficient semen to fill all orders on a given day, priority is given to earliest received contract.

3. Semen will be shipped Federal Express Priority Overnight delivery or same day air transport service. It is the Mare Owner's responsibly to contact Federal Express to learn of any delivery limitations in your area and to notify Breeding Facility of how the shipment can reach Mare Owner the next day. Federal Express does not deliver to post office boxes and does not deliver on holidays. No warranty, expressed or implied, shall accompany the cooled semen transferred under the terms of this Agreement. Breeding Facility will make every attempt to collect and deliver cooled semen timely and in good condition, however, Mare Owner acknowledges the Breeding Facility cannot guarantee collection or delivery within a specific time period, nor that the cooled transported semen will safely reach the insemination destination without losing some of its integrity, quality or characteristics.

4. A copy of registration papers must be received by Breeding Facility before semen will be shipped. (a) The person signing this contract represents and warrants that he/she is the true and lawful owner of said mare, or if not the owner, then has actual authority to act as owner's agent for purposes of entering into this contract.

5. Mare Owner understands and agrees that the said mare will be checked by ultra-sound methods, performed by a qualified veterinarian prior to having semen shipped. A qualified veterinarian or technician should be used in the procedure of artificial insemination of said mare.

6. This contract contains a Live Foal Guarantee. If foal dies within **24 hours** or is stillborn, return privileges for the 2012-2013 season apply only if Breeder is notified within ten (10) days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the mare should miscarry, abort or prove barren, Mare Owner has return privileges the 2012-2013 season. All shipped semen charges in paragraph 1 will be applicable. The normal collection and shipping fee must be paid in full prior to shipping. A substitute mare can be returned for breeding by mutual consent of Mare Owner and Breeder.
7. Upon payment for stallion service and completed contract, mare owner that fails to ship semen during the designated breeding season will have return privileges for the 2012-2013 season.
8. A Live Foal Guarantee, applies only if said mare is checked in foal by a licensed veterinarian and written confirmation from the licensed veterinarian is sent to Breeding Facility within **45 days** post breeding.
9. A Registration Application (if applicable) will be issued for the foal, conceived during this mating, when stallion fee and all other expenses have been paid in full, and when mare has either, at Breeder's option, been (a) pronounced safe in foal, or, (b) has produced a live foal by this mating. **Please contact stallion owner (breeder) to issue your registration application.**
10. It is further agreed that should the stallion die, be sold by the owner, or become unfit for services, prior to settling the mare, frozen semen from said stallion will be substituted for fresh or cooled semen. If the mare dies or becomes unfit to breed, the Breeder has the option to either, (a) accept another mare according to paragraphs 6 and 7 as a replacement, or (b) refund \$ _____ of the breeding fee, if it has been paid in full, thereby, canceling this contract.
11. This Contract is non-assignable and non-transferable, by the Mare Owner without prior written permission of the Breeder.
12. This Contract is entered into the State of Colorado and will be interpreted and enforced under the laws of the state. Any legal action must be brought in **Jefferson County, Lakewood, Colorado.**
13. The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement will be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators as appointed in accordance with said rules. Said arbitration shall take place in **Jefferson County, Lakewood, Colorado.**
14. This Contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional comments. If no additional comments, check here (____). (revised 2012)

When Mare Owner, Breeder and Breeding Facility sign this Contract, it will then be binding on all parties, subject to the above terms and conditions.

Date

Breeding Facility Signature

Date

Mare Owner (or authorized agent) Signature

Key Stallion Station
26826 US Highway 50 East
Pueblo, CO 81006-9799
(719) 544-2740 phone
(719) 544-1988 fax

Mare Owner Address

Semen Shipping Information

Veterinarian Name: _____

Veterinarian Phone: _____

Name of Clinic: _____

Physical Address For Shipment (NO POST OFFICE BOXES ACCEPTED):

(_____) _____

Phone

(_____) _____

Cell

Email

Does Fed-Ex deliver on Saturday to above address? _____ Yes _____ No

Will you place a hold on your shipment? _____ Yes _____ No

If yes, what is the address of the Fed-Ex location you wish to hold your shipment?

Please make stallion fee checks payable to Mark & Gretchen May