



Shipped Semen Contract

This certifies, _____ herein referred to as Mare Owner, has engaged one breeding to _____ for the 2009 season, at \$ _____ for the mare _____, Registration No. _____, for a live foal guarantee. Burlington Ranch will herein be referred to as Breeder.

The service is subject to the following:

1. Booking fee/ Chute fee of \$ _____ to be paid upon execution of this agreement. This booking fee is not refundable. The stallion owner does hereby reserve for Mare Owner one season's shipped semen booking for the year 2009 to _____ for the service of the aforementioned mare only. A copy of the aforementioned mare's registration certificate must accompany booking fee.
2. The balance of the breeding fee in the amount of \$ _____ must be paid in full prior to the first shipment. 1st shipment is included with the stud fee; any additional shipments will be at the cost of the mare owner. A written statement must accompany the breeding fee balance from a qualified veterinarian that a uterine culture was performed and the aforementioned mare is in good breeding health.
3. In addition to a breeding fee, Mare Owner agrees to pay a collection/packing/freight fee of \$150 per semen shipment, payable prior to each shipment, excluding the 1st shipment. A collection adequate for insemination of one mare will be collected and shipped. If aforementioned mare does not become in foal during this breeding season, Mare Owner is entitled to rebreed to Doc Freckles Toy for the following year's breeding season only. While no new breeding fee will apply, Mare Owner must pay collection/transportation cost.
4. Mare Owner agrees to return the container by overnight express or second day air at Mare Owner's expense. If container is not returned within 5 days, there will be additional charge of \$10 per day.
5. Live Foal Guarantee: Live foal means the foal shall stand and nurse. Mare Owner agrees that the stallion owner and/or manager does not make any guarantees as the quality, or confirmation of the foal, nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. If the mare proves barren, aborts her foal, or if the foal is stillborn, a return season will be guaranteed the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days after the mare has slipped or produced a non-viable foal. The only fee's that would apply are transported cooled semen shipping/collecting, container fees.
6. Collections will attempt to be made every other day during the breeding season unless we cannot guarantee shipment with FEDEX. No guarantee of delivery within a certain time period or the quality of the semen at arrival is given. Every effort will be made by Breeder to ship collections in a timely manner and will not be held liable for cooled semen after it reaches its destination.

7. The breeding season in force for this contract shall begin Feb. 1 and close July 31 of the year covered by the contract.

8. Refund of Fees: This agreement shall be null and void except the non-refundable booking fee and the Purchaser shall be entitled to a refund of the stallion fee if the stallion should die, become unfit for service, or be sold prior to servicing the mare in the present breeding season. A return season is not allowed and there will be no refund of the stallion fee under this contract if the stallion named in the contract should die, become unfit for service, or be sold.

9. A breeder's certificate will be issued to the Mare Owner after ALL EXPENSES HAVE BEEN PAID IN FULL AND UPON NOTIFICATION OF THE BIRTH OF THE FOAL.

10. When the above named Mare Owner signs and returns one copy of this contract to the Breeder, it will be a binding contract, on both parties, subject to the terms and conditions. This contract shall not be assigned or transferred by either party hereto without written consent of the other party.

11. 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 voided. However, the Breeder may, at his/her discretion, upon application and payment of a new booking fee, continue to honor the live foal guarantee granted to the original owner. In the event that the Breeder agrees to 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 be applicable.

Date _____

I accept the above agreement, _____
Mare Owner or Authorized Agent

Shipped Semen in care of _____
Shipping Address: (or mailing address of Mare owner if semen is being sent to Vet/Clinic)

City _____ State _____ Zip Code _____

Telephone _____ Fax _____

Email _____

Veterinarian or Veterinary Clinic _____

Address (if being shipped to) _____

Telephone of Vet/Clinic _____

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