

Wenaha Paints

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TRANSPORTED COOLED SEMEN STALLION SERVICE CONTRACT

This transported cooled semen contract is entered into this _____ day of _____ by and between **Wenaha Paints/Laura Turner and Beverly Rising**, herein called the **STALLION OWNERS** and _____, herein called the **MARE OWNER**. Mare Owner agrees to breed the following MARE _____ Breed _____ Reg # _____ to the Stallion **BARLNK HAZBENTUFMACHO** APHA # **619,304**, **BARLNK HAZBENTUFMAN** AQHA #**4639845**, standing in Dayton, Washington during the _____ breeding season, February 1 to June 1, _____ for the **Stud Fee of \$400.00** for a live colored foal, subject to the following conditions. A copy of the mare's registration papers must be sent along with this signed contract. **Collection and shipping fee will be \$250.00 per shipment**

1. A booking fee of \$250.00 of the above fee is payable with this contract and the balance of \$150.00 will be paid by the mare owner before the first shipment shall be sent. **THE BOOKING FEE IS NON REFUNDABLE.**
2. **\$250.00** per shipment will be required prior to shipping for the following:
 - a. Semen collection and packaging.
 - b. Shipping fees (Fed Ex etc..).
 - c. Additional courier fee \$ _____ if airfare is used.
3. A Shipping Container Deposit of \$275.00 must be paid by separate check before the first shipment of semen is shipped. This will be refunded when container is returned in excellent condition, all components included, and mare is confirmed in foal. If the container is not returned within 3 working days of receipt, a fee of \$15.00 per day will be assessed from the \$275.00 Equitainer deposit.
4. The Stallion's collection schedule will be as follows: Monday thru Friday. **THE MARE OWNER MUST MAINTAIN ON GOING COMMUNICATION WITH STALLION OWNERS AS TO THE MARE'S CYCLE. THE MARE OWNER MUST GIVE AT LEAST 24 HOUR NOTICE OF NEED OF SHIPMENT OR SHIPMENT SHALL NOT BE MADE.** The Stallion Owners will make every attempt to furnish the semen as needed.
5. Mares bred by transported cooled semen only! On site boarding is not available.
6. The Mare Owner shall agree that each mare offered for breeding shall be in sound breeding condition and free from infection or disease as determined by a licensed veterinarian.
7. The Stallion Owner agrees to diligently try and offer the best possible transported cooled semen from said stallion. There will be no guarantee of a live foal for any mare whose insemination is not being performed by a licensed and competent Veterinarian.
8. **LIMITED LIVE COLOR FOAL GUARANTEE:** The Stallion Owner guarantees a live foal that will stand and nurse at birth if he is provided with proof that the mare has been immunized against Rhinopneumonitis at 5, 7, and 9 months of pregnancy. If the foal does not stand and nurse and subsequently dies, the Mare Owner is entitled to a free breeding.
 - a. Stallion Owner must receive a veterinarian certificate within seven days of the date of death. Mare Owner shall not be entitled to a refund of fees (except for container deposit).
 - b. Mare Owner agrees that the Stallion Owners do not make any guarantee as to the quality or conformation of the foal, or that the foal will be free of infirmity, conformation defect, disease or inherited trait.
 - c. It is understood that 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 a Licensed Veterinarian gives proper notification. Proper notification will be defined as follows: written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner must certify that such abortion or death did not result from any act of the Mare Owner's negligence.
 - d. Color Guarantee: Mare Owner is entitled to rebreed the same mare for half of the advertised breeding fee, plus shipping charges on each shipment, for a **SOLID COLT** for the following year only. Mare Owner must provide proof of a **SOLID COLT**.
9. It is further agreed that should the above named Stallion die, or become unfit for service, the stud fee shall be returned. And/or, if the above named mare dies, during the breeding season then the Mare Owner may substitute another APPROVED mare that is agreed upon by both the Mare Owner and Stallion Owners.
10. 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.
11. Waiver of Liability: It is understood that Wenaha Paints, it's owners, and veterinarians, shall not be liable for any injury, illness, or death of any horse involved in this transported cooled semen process.
12. This contract is non-assignable and non-transferable. Any semen collected for the purpose of Artificial Insemination must be used within 36 hours of collection. The Stallion Owners and Mare Owner must both complete their respective portions of the Collection/Insemination Certificate which must accompany the shipment of cooled semen to the Mare Owner. The Mare Owner must send the White Copy of the Collection/Insemination Report to the APHA within 10 days of insemination and the Yellow Copy back to the Stallion Owner. The Pink Copy is for the Mare Owner's records. Prior to the completion of the Registration of the foal conceived through the use of transported cooled semen, the Mare Owner shall have the blood/genetic testing by DNA of the dam and foal on record with the APHA .
13. This contract will be interpreted and enforced under the Laws of the State of Washington and venue for any proceedings involving this contract against the Stallion Owners shall be held in Columbia County, Dayton, Washington.
14. This contract represents the entire agreement between the Stallion Owners and the Mare Owner. No other agreements, promises, verbal or implied, are included unless specifically stated in this written contract. The original contract will be kept on file with the Stallion Owners and a copy provided to the Mare Owner. When Mare Owner and Stallion Owners have signed this contract, it will then be binding on both parties, subject to the above terms and conditions.

Date: _____ Mare Owner: _____ Date: _____ Stallion Owners: _____
Name on Registration Papers

Mare Owner's Signature: _____ APHA ID# _____

Address _____

City, State, Zip _____

Phone _____

Email Address _____