

IRISH GATE FARM

2010 Transported Cooled Semen Contract



This agreement is made this _____ day of _____, 2010 between Bob and Pattie Stalder, agents for the Irish Gate Farm, hereinafter referred to as "Stallion Owner" and _____, hereinafter referred to as "Mare Owner".

The Mare Owner agrees that he/she is the registered owner or acting as the agent of the registered owner of the following mare hereinafter referred to as "The Mare":

Name of Mare: _____ Color: _____ Age: _____ Breed: _____

Sire: _____ Dam: _____ Reg. #: _____

- 1) **Booking and Stallion Service Fee:** The Mare Owner has engaged one service to JEF Sir Lancelot, hereinafter referred to as "The Stallion", by transported cooled semen for the 2008 breeding season for the above mare. The Stallion service fee is **\$500**. Included within this fee is a non-refundable booking fee of \$100, payable with this contract, which will reserve a breeding to The Stallion for the 2009 breeding season. The Mare Owner agrees to pay the balance of \$400 prior to the shipment of semen.
- 2) **Collection and Shipping Fee:** In addition, a Collection and Shipping fee of **\$285** is charged for each shipment of semen for the attending veterinarian and expenses for the timing arrangements, semen collection, lab evaluation, processing, handling, shipping and delivery of the semen to the express shipper.
- 3) **Container Fees:** Semen shipments will be sent by Fed-Ex overnight delivery. If a disposable shipping container is used, a non-refundable fee of **\$45** must be paid in full prior to shipment of the semen. Mare Owner may return this container if additional shipments are required, otherwise, Mare Owner will be charged for an additional container. If an Equitainer is used, a refundable \$300 deposit is due prior to shipment of the semen. Should the Mare Owner fail to return the Equitainer to the Stallion Owner within five (5) working days after receipt, a \$10 per day rental fee will be charged to the Mare Owner. Equitainers must be returned to the Stallion Owner at the Mare Owner's expense. Mare Owners may forward their own Equitainer (BOLDLY marked with your name and address) at no charge. Customer Equitainers must be clean and in good condition.

Please check your desired option for semen shipment:

- (1) ___ Equitainer
 - (2) ___ Will forward personal Equitainer with all necessary equipment (ballast bags, coolant cans etc.)
 - (3) ___ Disposable container (The Stallion Owner will only send an Equitainer for long distance shipping)
- 4) **Semen Requests:** Mare Owner shall notify the Stallion Owner when The Mare is coming into heat. Stallion Owner (785-456-3278) must be notified 24 hours prior to the date and time semen is to be shipped (prior to 10:00 a.m. is preferred). Semen collections and shipments are not performed on **Saturday and Sunday**. Requests for semen must be received by NOON (Central time) the day prior to shipping. Late orders will be filled if possible but are not guaranteed. Stallion Owner agrees to ship one (1) insemination dose (two doses if available) per shipment in an industry standard container. An insemination dose will be defined as one (1) billion viable sperm at the time of packaging. Semen arrivals depend on the shipping company. Depending on availability each semen shipment will contain one or two bags for inseminations during the same heat cycle. Should the mare not settle from the first shipment's inseminations, additional semen shipments will be provided by Stallion Owner. The breeding fee will not become due again. However, the Collection and Handling Fee and Shipping Costs will be charged for each shipment. The breeding must be done at a qualified breeding facility or under strict supervision of an approved veterinarian experienced in handling cooled semen.
 - 5) **Condition and Ownership:** Mare Owner represents and warrants that The Mare is in sound breeding condition and free from disease and infection. The responsibility for conception is on the Mare Owner. The Mare Owner certifies that the address of record for shipment is a suitable facility for the artificial insemination of the mare contracted to be bred. It is the Stallion Owners stated preference that a qualified, experienced licensed veterinarian or technician

competent in the use and handling of cooled semen perform the insemination. If multiple shipments are requested, the Stallion Owner reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. A photo copy of The Mare's registration papers (both sides) should be submitted with this contract. The Mare Owner, whose signature appears below, further warrants that he/she is the owner or lessee of record of the Mare.

- 6) **Live Foal Guarantee:** Should The Mare not settle during the 2010 breeding season, should The Mare abort, or not have a live foal (standing or nursing), the Mare Owner will be entitled to one free re-breeding fee during the following year for that same mare. Only the Breeding fee is free, all other fees apply. The guarantee is completed with the mare being checked in foal after re-breeding. The following conditions apply for a re-breeding guarantee:
 - a) Stallion Owner must be notified of the aborting or death of the foal within five (5) days by phone or within ten (10) days in writing. This notice must:
 - i) Be accompanied by a signed statement from a licensed veterinarian stating loss of pregnancy or death of the foal and that the foal did not stand and suck prior to death.
 - b) The Mare must be re-checked in foal by a licensed veterinarian between 45 and 60 days after the last breeding date and Stallion Owner must be notified in writing of The Mare's pregnancy condition.
 - c) The Mare must receive Rhino vaccination at 5, 7, and 9 months of pregnancy.
- 7) Stallion Owner is responsible for delivering semen to the Mare Owner's veterinarian that has been checked viable after being extended and before packaging. Stallion Owner is not responsible for handling the process after it leaves the Stallion Owner. If for any reason an additional shipment is required all normal fees will apply. The Mare Owner bears all risk of loss or damage to the mare whether death, disease, injury, infection or otherwise and by any cause whatsoever, including inappropriate, untimely, or negligent inseminations or failure of insemination. The Mare Owner therefore releases, discharges, indemnifies, and holds Stallion Owner harmless from any liability for any and all damages associated therewith.
- 8) **Stallion Service Certificate:** The Mare Owner agrees to have only the mare which is named in this contract inseminated with the shipped semen covered by this contract. The Mare Owner agrees to have the mare pregnancy checked by a licensed veterinarian as soon as possible and will notify Stallion Owner when the mare is checked safely in foal. A Stallion Service Certificate will be issued by Stallion Owner to the Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
- 9) Should the above stallion die or become unfit for breeding, but the Mare Owner has paid an advance breeding fee, then the Mare Owner will receive a refund for the Breeding Fees paid.
- 10) This breeding season shall be from February 1st until June 15th, 2010.
- 11) This contract is governed by the laws of the state of Kansas and sets forth the rights and responsibilities of both parties for the 2010 breeding season.

Irish Gate Farm:

Mare Owner:

Date:

Date: _____

Name: Pattie Stalder

Name: _____

Signature: _____

Signature: _____

Address: 10360 Lazy Creek Rd.

Address: _____

E-Mail: backdoor@bluevalley.net

E-mail: _____

Phone: 785-456-3278

Phone: _____

Please complete and sign this contract (one separate contract for each mare). Return to Irish Gate Farm with the appropriate fees and a copy of the mare's registration papers (both sides). We will return a signed copy to you.

**Irish Gate Farm | Bob and Pattie Stalder | 10360 Lazy Creek Road | Westmoreland, KS 66549
785-457-3514 or Cell# 785-456-3278 | backdoor@bluevalley.net**