



2017 Breeding and Transported Cooled Semen Agreement

This certifies that _____ herein referred to as the Mare Owner, has engaged one breeding to _____ (clients name)

“CARIBBEAN KID” AQHA # 4630749, Sorrel Stallion, Negative HYPP, PSSM, MH, GBED, HERDA, for the 2017 Breeding Season.

Booking Fee \$300.00 Booking Fee is due upon signing this contract. This fee must be paid to reserve your mare a breeding in 2017 and will

be applied towards the total breeding fee of \$1750.000

Please pay in full prior to first Shipment. All amounts paid by Mare Owner shall be non-refundable, but are transferable to another mare owned by the client.

Mare Information

Mare Registered Name _____ Breed _____ Reg No. _____

(If Double Registered) _____ Breed _____ Reg No. _____

Mare Owner Information

Name _____ Phone _____ Cell _____

Address _____

City _____ Zip _____ Email _____

Shipping Address Information

Name _____ Phone _____ Cell _____

Address _____

City _____ Zip _____ Email _____

Dennis Mason / Mason Show Horses, will herein be referred to as the Stallion Managers. This service is engaged subject to the foregoing; If the Mare Owner will be bringing the mare to the Farm to breed, then a Board and Mare Care Agreement will also need to accompany this contract. All applicable information in this contract applies for both Shipped Semen and On the Farm Breeding.

Request for Shipped Semen: PRIOR TO SHIPPING SEMEN WE NEED 1.Signed Contracts on file 2.Copy of Mares Registration papers on file 3.Payment of stud fee and or shipping fees 4.Phone call 24hrs prior to shipping day 5.Status of your mare

Stallion Manager shall collect and ship semen on Monday, Wednesday, and Friday only. Stallion Manager reserves the right to NOT collect or transport semen on Holidays. *Mare Owner shall call and request transported semen 24 hours prior to shipment and report the status of the mare receiving semen, ie follicle size and an estimation from their breeding manager or vet as to the time of possible ovulation. Also a recent clean/negative uterine culture will be required prior to breeding.* Stallion Manager does not guarantee a semen shipment if a request is not received 24 hours in advance of a regular scheduled shipping day. Stallion Manager shall not guarantee semen to Mare Owner if the Stallion is overbooked on that particular day or unable to perform. Mare Owner shall have the responsibility to insure proper handling and insemination of the semen into the Mare. Breeding Season and shipping will begin February 1st, thru June 1st. Shipment orders cannot be guaranteed if they are placed via email, mail or Fax. Stallion Manager shall provide semen from Stallion identified in this contract, and makes no other guarantee of the condition of the semen once the container has left the designated Shipping Facility.

Warranty: No Warranties whatsoever, expressed or implied, shall accompany a breeding transferred by this agreement. There is no guarantee of delivery of shipped semen within a certain time period or guarantee that semen will safely reach the insemination point. Due to increased National Security measures, we cannot be held liable for semen once the shipment leaves the property and possession of Dennis Mason / Mason Show Horses.

Page 1 of 2 **Mare Owners Initials** _____



Page 2 of 2 BREEDING AND TRANSPORTED COOLED SEMEN AGREEMENT

Shipped semen fees are due prior to shipping. Shipped Semen Charges are as follows; US lower 48 States, shipped Fed Ex or UPS overnight delivery at the rate of \$300.00 per shipment. Canadian shipments will have an additional fee due to the new special provisions for certifying the shipment. All fees are subject to change. Mare Owner is responsible for shipping charges and for cancellations received after shipment has already been sent. We request that the shipping container be returned if still in good working condition.

+ Airline Same Day Shipments are available for a minimum of \$450.00 fee. This fee is subject to change.

Special Tax. If your mare is receiving semen in the state of Kentucky, you will incur a 6% tax on the stud fee, booking fee and shipping fee.

Mare Preparation. We highly recommend sending your mare to a licensed vet to be prepared for breeding. We require a cultured with clean/negative results prior to breeding season in preparation for a successful breeding. The mare owner represents that the mare will be in a healthy and sound breeding condition at the time for artificial insemination. Owner shall diligently attempt to settle the mare; if however, the mare does not settle, or contracts any type of sickness or health condition due to breeding, Dennis Mason / Mason Show Horses and any other owner of the said stallion will be held harmless. Mare Owner shall not be entitled to any refunds of fees.

Breeding and Live Foal Guarantee: In the event that the mare does not conceive within three heat cycles, Stallion Owner reserves the right to require additional evidence (culture or biopsy) provided by a qualified Veterinarian, that the Mare is reproductively sound. In the event that such evidence demonstrates the Mare to be reproductively unsound, Mare Owner may substitute another mare to fulfill the terms of this Agreement. Should the Mare fail to conceive, abort, die or not product a Live Foal, the Stallion Owner guarantees that the Mare Owner shall have the right to rebreed or substitute another mare within the current season. Notice of such failure or death must be provided within one week of such event. A Live Foal is defined as a foal that stands and nurses without assistance for a period of at least 24 hours from the time of birth. This guarantee will be null and void if Dennis Mason / Mason Show Horses is not notified within one day of the foals demise or when the mare is found to have aborted. This notice must be accompanied by a statement from a licensed veterinarian. If being bred on the Farm at Dennis Mason / Mason Show Horses, there will be no guarantee of a live foal for any mare leaving the Farm before being checked safe in foal at 35 days by the attending veterinarian. A breeders certificate will be issued to Mare Owner after all expenses and stud fees have been paid in full and upon notification of birth of foal.

Rebreeds: If the mare does not check in foal or does not produce a live foal the first breeding season, under the agreement of the 1st original contract, the Mare Owner is entitled to a rebreed valid for the season following the 1st original contract. The 1st original contract covers service for two breeding seasons. The 2nd being called a "rebreed". A rebreed fee or collection / chute fee may apply for the 2nd season.

Substitutions: It is agreed that in the event that the above named stallion should die or become unfit for service, the service will be transferred for use on another stallion available by the stallion owner. If the stallion is sold, all contracts will be transferred and covered by new owner. In the event that a mare contract is not transferable to new stallion owner a substitute will be offered. Should the Mare become reproductively unsound, fail to conceive, abort, die or not product a Live Foal, the Stallion Manager guarantees that the Mare Owner shall have the right to rebreed or substitute another mare within the current or following breeding season. No monies will be refunded.

Futurities and Nomination Programs: The said stallion will be nominated to various programs and stallion auctions. Those organizations have set rules and regulations that the mare owner will need to become aware of, as we make no claims or guarantee the eligibility of your offspring, or any guarantee of money or prizes that your offspring could potentially earn.

Genetic Diseases: The Stallion Manager and stallion owners shall be held harmless of any horses or foals with genetic diseases including HYPP.

Indemnity: Dennis Mason / Mason Show Horses, and or all owners, partners of said stud, stallion managers, agents, principals, veterinarians, employees, and farriers shall not be liable for any sickness, disease, estray, theft, death or any cause or action arising from or in any way connected with the breeding of the Mare and Stallion or resulting foal. All risks connected with the breeding under this Agreement are to be borne solely by the Mare Owner.

I, the said client / Mare Owner, have read and fully understand and agree to the above conditions set forth in this contracted agreement herein, and accept this contract as a legal and binding instrument on behalf of Dennis Mason / Mason Show Horses, owners, owners heirs, successors and assigns. Stallion Manager, shall be entitled to all legal fees, costs, and expenses should a dispute arise between the parties. This contract is made and entered into in the County of Graves, in the State of Kentucky, and that it shall be interpreted, enforced and transacted under the laws of the said State, regardless of the manner of breeding solicitation.

Mare Owner Signature _____ Date _____



CREDIT CARD AUTHORIZATION

This is to verify that I, _____ authorize Dennis Mason / Mason Show Horses to charge/pay my account with the use of my Credit Card For Breeding Fees / Collection Fees / Chute Fees / Shipping Fees. ***3.5% processing fee

Credit Card Information

Credit Card Type: Visa MasterCard Discover Amex

Credit Card Number _____

Expiration Date _____

Security Code on back of card _____

Name on Credit Card _____

Card Billing Address _____

Signature

Date

Please make checks payable to Dennis Mason

PAY PAL payments are accepted: dm5578yahoo.com