

# Hanes Performance Horses

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## 09 SHIPPED SEMEN BREEDING CONTRACT

This certifies \_\_\_\_\_, hereafter referred to as Mare Owner, has engaged one service to \_\_\_\_\_, for the mare \_\_\_\_\_, registration number \_\_\_\_\_, breed \_\_\_\_\_, for the 2009 season at \$600 subject to the following:

- 1. BOOKING FEE.** A non-refundable booking fee of \$400 (payable to Hanes Performance Horses) is due with this contract. A booking will not be guaranteed without the payment of the booking fee, which is an included part of the breeding fee.
- 2. STALLION FEE.** The contract balance of \$200 (payable to Hanes Performance Horses) will be due before any shipments of semen. The total stud fee of \$600 must be paid in full before any shipments are sent plus the shipping collection fees. No refund of any part of the entire stud fee will be made once the act of breeding of any kind has occurred. This stud fee is not allowed to be sold unless otherwise consulting with the stallion owner.
- 3. LIVE FOAL GUARANTEE.** Live foal means that the foal will stand, nurse, and live 24 hours with no death threatening complications. 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, providing proper notification is given. This is a two year breeding contract beginning in 2009. Proper notification shall be defined as follows: As soon as pregnancy is doubted, Veterinary inspection to again certify her status, or as soon as foal dies, immediate contact is required with the Stallion Owner. The entire breeding fee must be paid on time and in full for this guarantee to be in effect. The mare owner agrees to pay a \$300 rebreed fee if the mare does not get in foal during the 2009 breeding season and the breeding has to be transferred to the 2010 breeding season.
- 4. STALLION-MARE SUBSTITUTION.** It is further agreed that should the above named stallion die, be sold, or become unfit for service, or if the above named mare dies before foaling, the Mare Owner may substitute another mare or breed the above named to another Stallion on the farm, belonging to Hanes Performance Horses, that is agreed to by both the Stallion Owner and the Mare Owner. (If a stallion is sold, arrangements will be made with new owner for rebreed purposes, by HPH before sale is complete.)
- 5.** This contract is good for one foal. Multiple foals from the same mare in the same breeding season will require a separate contract and breeding fee for each resulting foal. The only exception to this would be twins that are carried throughout term and foaled by one mare.

## COOLED SHIPPED SEMEN CONDITIONS

- 1. SHIPPED SEMEN FEE.** Shipments of semen will be an additional charge of \$250 per shipment.
- 2.** Shipped semen is routinely shipped by Fed-Ex using overnight service. This charge is paid by mare owner using a credit card. Semen must be ordered the day before shipment or by 9:00 am CST the day of shipment in order to receive next day delivery. Shipping days are Monday, Wednesday, and Friday. Counter to counter shipments are available for an additional \$100. (\$350)
- 3.** A designated veterinarian should examine the mare for pregnancy between sixteen (16) and thirty (30) days after last breeding and the results mailed to the Stallion Owner. A breeders certificate shall be issued to the mare owner upon notification of a live foal. If however, any charges incurred on behalf of the mare named in the contract remain unpaid, no certificate will be issued until the unpaid charges are cleared. PLEASE NOTIFY HPH of the result of your mare's pregnancy check. We recommend the first check no

later than 14 days after ovulation. This will allow enough time for your breeding manager to prepare your mare for another cycle's breeding if she is not in foal. Please feel free to consult with HPH's management regarding any reproductive management issues your mare may have.

6. The Mare Owner bears all responsibility for insurance or risk of loss to the mare in connection with this contract. Additionally, the Mare Owner assumes the unavoidable risks inherent with all horse related activities, including but not limited to: the semen, the shipping container, and risk of personal injury to the Mare Owner and his/her family or anyone else associated with the breeding efforts resulting from this contract. The Mare Owner agrees to look solely to his/her insurance for compensation for any breeding activity type loss, and further agrees to indemnify and hold harmless the Stallion Owner and Breeder, including agents, Veterinarians, employees, and all family members of each herein so described.

7. The parties hereby further agree that this Agreement will be transacted and will be strictly enforced pursuant to the Rule of Artificial Insemination and Transported Cooled Semen as described in the 2009 edition of AQHA's Official Handbook. As required by the aforesaid rule, the Mare Owner additionally agrees to return the completed copy of the Cooled Transported Semen Certificate, which will accompany each shipment of cooled shipped semen, to AQHA and the breeder within 15 days of insemination. The party also agrees to abide by the rules of any registry approving the use of CTS for it's breed.

8. The Mare Owner's signature on this agreement certifies that he/she has read and fully understands all the terms and conditions outlined herein, and accepts this document as a legal and binding instrument on behalf of the mare owner and all future heirs, agents, successors and assigns. This Agreement constitutes the entire agreement between the parties. No further agreements, whether verbal or implied, are included.

9. The Mare Owner understands that the shipping container (either equitainer or disposable) used for the transport of the semen is the sole property of HPH and the Mare Owner has no ownership rights in the container what-so-ever. Mare Owner is to be responsible for the equitainer until it arrives back to Hanes Performance Horses. CONTAINER RETURN is required within 48 hrs after insemination to avoid late fees. A late fee of \$20.00 per day WILL be charged. Fed Ex and UPS for returns only, please DO NOT return the units via US Mail as they do not deliver directly to our facility. We recommend that you insure Equitainers for \$300.00 in case of loss of contents or entire unit. Equitainers not returned to Hanes Performance Horses will incur a \$300.00 replacement charge. Styrofoam shipping containers not returned will incur a \$40.00 charge.

2. It is the Breeder's responsibility to ship semen in a viable condition to the mare owner, to the best of their ability. All shipments will leave the premises having been analyzed for motility and sperm count. The semen has previously been analyzed and tested to be free from infectious disease. All procedures for collection and packaging meet or exceed the standards of our industry. Once the semen leaves the farm, *it is in the hands of the shipper*, and semen quality is *dependant on that handling*. The Mare owner is responsible for filing claims to HPH to loss of time due to late, lost, or dead shipments. The mare should be inseminated immediately upon receipt of the semen by a licensed veterinarian. The semen may only be used for the designated mare. Two(2) breeding doses will be shipped when possible with each shipment).

10. MARE RECORDS. A photostatic copy of registration papers (both sides) is required to be on file with Hanes Performance Horses .

Signature of mare owner \_\_\_\_\_

Proposed first possible breeding date? \_\_\_\_\_ Is mare currently in foal? \_\_\_\_\_ Due Date? \_\_\_\_\_

AGREED AND ACCEPTED BY THE PARTIES HERETO;

(Please also initial each page in upper right hand corner)

\_\_\_\_\_  
Mare Owner/ Agent Date

\_\_\_\_\_  
Name of Mare Registration #

\_\_\_\_\_  
Mare Owner/ Agent Date Billing Address;

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Address to which Semen is to be Shipped; (Vet's name/ phone) :

\_\_\_\_\_  
**EMERGENCY DAY AND NIGHT PHONE NUMBERS**

Day \_\_\_\_\_ Night \_\_\_\_\_

**Payment of stud fee payable to Hanes Performance Horses**  
**CREDIT CARD INFORMATION AND AGREEMENT**

Please furnish the following information prior to the first shipment. Return this original form signed to Hanes Performance Horses

113 Forrest Court Shelbyville, TN 37160. also retain a copy for your own records.

READ CAREFULLY BEFORE SIGNING: *By signing or otherwise authorizing the charges reflected above, I agree to pay the full amount thereof in the event that such charges are declined or refused by my bank or credit provider. Additionally, I agree to pay interest at the rate of 12% per annum on all charges and attorneys fees and costs incurred in collection of the charges.*

I, \_\_\_\_\_, authorize Hanes Performance Horses to charge shipping fees and any unpaid fees owed to my:

Check one:

Visa  Visa Checkcard  MasterCard

Card Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Expiration Date: \_\_\_\_/\_\_\_\_

Name on Card (please print): \_\_\_\_\_

Address where CC bill mailed: \_\_\_\_\_

\_\_\_\_\_  
Card Holder's Signature: \_\_\_\_\_ Date: \_\_\_\_\_