

Enchanted Oaks

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Additional Conditions for Mares Bred with Transported Cooled Semen

1. The Stallion Service Fee and shipping fee must be paid for in full prior to shipment. Payment in U.S. funds, certified or cashiers check only. Credit Card may be used for FedEx deliveries. The stallion service fee will be evidenced by signature on attached Breeding Contract. The shipping fee shall be \$_____ per shipment via FedEx, UPS or other means of overnight ground transportation. The shipping fee includes semen collection/packaging, ground delivery, and a disposable shipping container. The first collection fee will be free with a ground delivery charge of \$_____. If a Hamilton-Thorne Equitainer is used, there will be a \$300 deposit. A late fee may be charged for failure to return Equitainer promptly. If shipment by counter to counter air transport is required, there will be an additional \$_____ charge. Containers must be returned at the mare owner's expense.
2. Mare owners shall receive up to three (3) shipments of cooled semen for the listed stallion service fee. Breeders responsibility is to ship semen in a viable condition to the mare owner. The mare must be inseminated immediately on the date of delivery by a licensed veterinarian. The semen may be used on the designated mare only.
3. Stallion has been DNA typed. The semen has been analyzed and tested and is free from infectious disease. Sperm count, motility, collection and packaging procedures meet and/or exceed industry standards.
4. Requests for semen must be received by 8:00 pm the night prior to shipping, and for a regularly scheduled breeding day. Weekend deliveries are subject to scheduling availability. All requests for semen shipments shall be filled as received, subject to availability. If there is insufficient semen to fill all orders on a given day, the farm veterinarian will determine which orders are to be honored. This decision will be based on information provided by the purchaser's veterinarian.
5. If the mare fails to conceive by the 3rd shipment in one year, the mare may be serviced at Enchanted Oaks prior to June 30th of the contract year or the following breeding season. Should shipments the following year become necessary, a chute fee of \$_____ will be charged.
6. Responsibility for insurance and risk of loss passes to the mare owner with this contract. Owner assumes the unavoidable risks inherent in all horse-related activities: including, but not limited to the semen, shipping container, owner's horse(s), owner, and family members. Owner agrees to look solely to his insurance for compensation for any such loss, and further agrees to indemnify and hold harmless the stallion breeder, agents, veterinarians, employees, and family.
7. Mare owner further agrees that contract is made and entered into in the County of Johnson, the State of Texas, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.
8. Mare owner's signature on the contract represents that he/she has read and fully understands all of the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument on behalf of the owner, owner's heirs, successors and assigns. This agreement, along with the accompanying stallion service contract, constitutes the entire agreement between parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned.



Stallion Owner/Agent

Date

****Return one copy and retain one copy for your records.

Mare Owner/Agent

Date