

Transported Cooled Semen Agreement

This agreement I entered into on the date recorded below by Lisa and Stan Cwenar known as "STALLION OWNER" and "STALLION MANAGER", and the "MARE OWNER" whose name or signature appears below.

All parties agree that they have executed a breeding contract to breed the mare named below to _____. In addition to the rights and duties placed upon all parties to the breeding contract, it is mutually agreed by all parties that good and sufficient consideration exist to execute this transported cooled semen agreement for the breeding season mentioned below.

1. All stud fees, and the collection fee of \$_____ per collection, must be paid in full in advance before each collection or shipment.
2. The MARE OWNER certifies that only the mare who is the subject of the breeding contract shall be inseminated by the shipped semen. If any other mares are inseminated that are not under contract, full stud fee and any legal fees to prove paternity of a foal in question will be the responsibility of the MARE OWNER.

3. The MARE OWNER certifies that the STALLION MANAGER is obligated to transport cooled semen to the address of record which has been provided in writing prior to any shipment by the MARE OWNER. If the MARE OWNER requests more than one shipment, the semen will be shipped to the last known address of the record provided by the MARE OWNER to the STALLION MANAGER.

4. 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 imperative that the MARE OWNER's veterinarian be aware of the mare's current breeding status and that she is, in fact, ready to breed. It is the STALLION MANAGER's stated preference that all semen shipments be made to and insemination performed at established breeding farms.

5. A contract for cooled semen does not guarantee that semen will be available on the day you submit your request. To help avoid this problem, please notify us of your mare's heat cycle when it begins. 48 hours notice must be given for possible semen shipment.

6. Semen shipments will be made in the order in which they are received. All requests for semen must be made by 9:00 (Eastern), 24 hours prior to the needed shipment. Collections are made Monday, Wednesday and Friday.

7. Containers must be returned within 3 days after receipt.

8. Cooled semen bookings will be, by necessity, of limited availability if the stallion's book fills with mares to be bred on the premises of STALLION MANAGER.

9. STALLION MANAGER shall ship semen collected in an appropriate chilled semen container by an overnight courier, such as Federal Express, Airborne, UPS, etc. to the address of record provided in writing by the MARE OWNER on the day when the semen is collected.

10. The MARE OWNER agrees to comply with all AQHA, APHA, Welsh or other breed association requirements concerning the use and handling of Transported Cooled Semen. The MARE OWNER shall properly send the appropriate copies of the Collection/Insemination Certificate to their breed association and to the STALLION OWNER at the address appearing below.

11. The parties further agree to strictly abide by Rule 209 as contained in the AQHA Official Handbook or as modified and amended from time to time by the AQHA.

12. The STALLION MANAGER may refuse make repeated shipping of cooled semen if the shipping as deemed by the STALLION MANAGER will not reasonably lead to the successful insemination of the mare as contracted.

13. All of the parties to the agreement agree that the obligations of performance by the STALLION OWNER and the STALLION MANAGER shall be met when the chilled semen shipments accepted at the address of record as provided by the MARE OWNER. Acceptance shall be defined as the contract expedited parcel delivery carrier actually delivering the shipment container to the address of record and receiving a signature from a representative of the address of record on the shipment documents maintained during the ordinary course of business by the contract expedited parcel delivery carrier. All parties to the agreement agree that the risk of loss transfers to the MARE OWNER upon acceptance delivery.

14. The STALLION OWNER and the MARE OWNER shall execute a "Transported Semen Breeders Certificate" and shall comply with any percentage verification as required by any breed association.

This agreement is limited to the breeding season for the year of _____.

Address of Record (Location of Delivery of Shipped Semen):

Name of Facility: _____
Contact Person: _____
Street Address: _____
City, State, Zip Code: _____
Phone: _____ Fax: _____

Mare to be bred: _____
Registration # _____

(Note: Copy of both sides of registration papers MUST accompany this agreement)

Signature of Mare Owner & Date

Print Mare Owner Name

Signature of Stallion Owner & Date