O-O Barrel Horses

Philip & Andrea Huft

PO BOX 871, 188 School House Road

Baker, MT 59313

406-978-2302

obarobarrelhorses@hotmail.com

**Shipped Semen Contract**

The **STALLION BREEDING CONTRACT** for the breeding season of 2020, is made and entered into this \_\_\_

Day, of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, is by and between Philip & Andrea Huft, hereinafter designated Breeder, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reg #\_\_\_\_\_\_\_\_\_\_\_, to the stallion **FRENCHMANS ELVIS**, No. 5033007 for the fee of **$1,000.00** for a live foal, subject to the following conditions. The stallion fee includes a non-refundable booking fee of **$200.00** payable with this contract.

1. Signed contract must be returned to Breeder with a copy of mare’s registration papers, front and back, completed Mare Approval Form, and entire stud fee, prior to first shipment of semen.
2. A limit of three (3) shipments will be sent per breeding season, per mare.
3. For every shipment, a collection fee of **$250** must be paid to Philip & Andrea Huft prior to shipment of semen via UPS. This fee includes cost of collection, processing, use of Equitainer or Equine Express and shipping. These fees are subject to increase due to fuel surcharge.
4. WE DO NOT OFFER COUNTER TO COUNTER SHIPPING.
5. Mare owner is responsible for the return of the cooled semen container and all of its components to the stallion facility. Should mare owner fail to return the shipper, WITHIN 7 DAYS OF RECEIVING IT, Mare Owner agrees to pay for its value of $50 for the Equine Express containers or $400 for Equitainer shippers. This shall be paid in full before any subsequent shipments or issuance of Breeders Certificate, or any refunds.
6. Mares on premises of Breeder have a breeding priority on any given breeding day. Therefore, Breeder makes no guarantee that cooled semen will be available for transportation. **Collection days are Monday-Friday and are dependent on mares on breeder’s premises needs. Contact MUST be made when mare comes into heat to find out what schedule the stallion is on that given week. Order of semen MUST be placed 24 hrs in advance of shipment.** We cannot guarantee a shipment on orders placed beyond that deadline. Cancellation of semen shipment can be made no later than 8:00 a.m. MT the day of collection.
7. Breeder will collect the stallion during the breeding season starting **April 15 through June 15**. No guarantee of delivery within a certain time period or the quality of semen at arrival is given. Breeder is not liable for damages, lost or delayed shipments or if the mare doesn’t settle.
8. The mare owner represents the mare is healthy and in sound breeding condition and registered with the designated registration organization.
9. IT IS THE MARE OWNER’S RESPONSIBILITY TO INFORM BREEDER’S OF MARE’S PREGNANCY STATUS. If Breeder is not notified of mare’s pregnancy status within 30 days post service, a $150 re-breed fee will be due before breeding the mare.
10. Live foal guarantee by Breeder is contained herein with return privilege for the year immediately following. “Live foal” means that the foal resulting from the breeding stands alone, nurses, and lives for 24 hours. If foal is born dead or dies within 24 hours this guarantee only applies if the mare owner a) notifies breeder within 72 hours after the time of foaling that the mare did not produce a live foal and b) within ten days after the mare owner’s notice, the mare owner provides the breeder with a statement from a licensed veterinarian giving the particulars required to substantiate the failure of mare to produce a live foal. A replacement mare may be substituted at the Breeder’s discretion if the mare named in this contract is unsuitable for a rebreed. Rebreeds are NOT transferable and have to be used within ONE year after mare failed to conceive or if a live foal does not result.
11. A breeder’s certificate will be issued by the stallion owner for each live foal born as a result of breeding services herein provided. All fees and expenses pertaining to this breeding must be paid in full prior to issuance of certificate. Breeder must be notified that the mare foaled before breeder’s certificate will be sent to mare owner.
12. Mare is subject to approval by Breeder. If mare named in contract does not meet Breeder’s requirements, this contract will be null and void and booking fee will be returned to Mare Owner. Mare Approval Form must be completed in its entirety before Breeder will approve mare to be bred in this contract.
13. It is understood that should **Frenchmans Elvis** die or become unfit for service, this contract shall become null and void and the stud fee less the booking fee shall be refunded to the owner.
14. This contract is NOT transferable unless agreed upon with Breeder.
15. Any dispute of this contract will be governed by the laws of the State of Montana and venue of any dispute arising from this contract will be in Fallon County, Montana.

**Mare Owner Information**

I, the below signed, have read this contract and agree to its contents. All information is true and correct and the above named mare shall be bred to **Frenchmans Elvis** in the 2019 breeding season.

Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Receiving Veterinarian/Farm Manager Shipping Location

Veterinarian/Farm Manager\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designated Breeding Facility\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City/State/Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Can Receive Saturday UPS Shipments: Y/N If No, please include address that can receive Sat shipments

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For Office Use Only:

|  |  |  |  |
| --- | --- | --- | --- |
| BOOKING FEE | STUD FEE BALANCE | COLLECTION FEE 2 | COLLECTION FEE 3 |
| Date Paid: | Date Paid: | Date Paid: | Date Paid: |
| Check #: | Check #: | Check #: | Check #: |

|  |  |  |  |
| --- | --- | --- | --- |
| Equitainer/Equine Express | Date Sent | Tracking Number | Date Returned |
| 1. |  |  |  |
| 2. |  |  |  |
| 3. |  |  |  |