



This STALLION SERVICE CONTRACT for cooled, shipped semen for the breeding season of the year 2010, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2010 is by and between TimberHaze Quarter Horses, hereinafter designated Stallion Owner, and \_\_\_\_\_ hereinafter designated Mare Owner. If the mare is registered to a minor (under age 18 years at the time of entering into this contract) then parent, legal guardian or authorized agent must enter into this contract as Mare Owner. Mare Owner agrees to breed the mare \_\_\_\_\_, Reg. No. \_\_\_\_\_, (copy of registration papers must be remitted to Stallion Owner) to the stallion **Firewater On Ice**, AQHA Reg. No. 3538923, for the stallion service purchase price of \$950<sup>00</sup>, for a live foal. This contract is valid for one embryo and is subject to the following conditions.

1. The stallion service purchase price includes a non-refundable booking fee of \$200.<sup>00</sup> payable with this contract, the balance of which must be paid with all other expenses before semen is shipped.
2. In addition to the stallion service purchase price set forth above, Mare Owner agrees to the following *for each shipment of semen*:
  - a. Pay *before* each semen shipment a transported semen fee of \$295.<sup>50</sup> (covering costs related to collection, handling, and freight) for next day service within the United States. International shipments will incur an additional fee (amount dependent upon shipping location). **If** same day shipment/*arrival* is available and necessary, the counter-to-counter fee will be \$170.<sup>00</sup> *plus* cost of airport courier and flight. Fees shown are in effect for the year 2010 only.
  - b. Return Equitainer™ to collection facility (return costs to be paid by Mare Owner) immediately after insemination. If Equitainer™ is not received within three (3) business days from shipment of semen, Mare Owner will be assessed a daily rental fee of \$25.<sup>00</sup> per day; and
  - c. Pay *before* each semen shipment, a \$300.<sup>00</sup> deposit on the Equitainer.™ The deposit is fully refunded to Mare Owner when Equitainer™ is received at collection facility, without damage and all parts intact. Mare Owner will not receive semen until all costs are paid in full.
3. Mare Owner must notify **Stallion Owner** by 9:00 AM (CST) for collection/shipment to be made that same day. (Semen shipment *arrives* the following day.) Semen orders must be placed by 7:00 AM (CST) if semen needs to be sent counter-to counter (collected/shipped/received the same day) when counter-to-counter is possible. Collection/shipment is available only on Mondays, Wednesdays, and Fridays.
4. All insemination expenses will be paid by Mare Owner. Mare Owner shall be responsible for all acts and behavior of mare at all times while this agreement is in effect.
5. Stallion Owner makes no warranties, express or implied, with respect to the health condition and fertility of the stallion and specifically does not warrant the merchantability or fitness for any purpose of the breeding season purchased under this agreement. Further, Stallion Owner makes no express warranties other than those stated.
6. This Contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal that stands and nurses without assistance. Mare owner must have mare examined by a veterinarian within 45 days of insemination to determine if mare is pregnant, and Mare Owner must notify Stallion Owner of the results of that examination. If, after being pronounced "safe in foal," the mare should miscarry, abort or prove barren, Mare Owner has the privilege to re-breed her during the current breeding season February 1, 2010 through July 1, 2010, or the following year, 2011. The live foal guarantee shall be rescinded and not applicable if mare is returned to race or performance training after being pronounced in foal. If foal is born dead, there are return privileges for only the 2011 season only if Stallion Owner is notified within 7 days and receives a veterinarian's statement confirming death.
7. A "Breeder's Certificate" will be issued for the one foal, conceived by this mating, when the stallion service purchase price and all other expenses have been paid in full, and, when mare has produced one live foal by this mating. If embryo transfers are done, a contract must be completed for *each* embryo. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.
8. Both parties agree that TimberHaze Quarter Horses, the Stallion Owner, semen collection/shipment facility, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton negligence of the Stallion Owner; and the Mare Owner is not liable for death, sickness, and /or accident including consequential damages caused to the stallion.
9. It is further agreed that should the stallion die, be sold by the owner, or become unfit for service prior to settling the mare, that 100% of the stallion service purchase price will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed before being pronounced safe in foal, the Stallion Owner has the option to either (a) accept another mare as a replacement, or (b) refund the stallion service purchase price received (excluding the booking fee) along with any prepaid and unused shipping fees and deposits, thereby canceling this entire Contract.
10. This Contract is non-assignable and non-transferable. The Mare Owner is responsible for any/all taxes.
11. This contract is entered into in the State of Minnesota, and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Law, then that clause shall be null and void.
12. Additional conditions should be individually initialed by each party. If none, check box
13. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written Contract. When Mare Owner (or authorized agent) and Stallion Owner sign this Contract, it will be binding on both parties, subject to the above terms and conditions.

Mare Owner's (or authorized agent's) signature	Date	Stallion Owner's (or authorized agent's) signature	Date
Mare Owner's    Address	City	State    Zip	Telephone Number

REMIT A COMPLETED, SIGNED COPY TO STALLION OWNER. A COPY WILL THEN BE RETURNED TO MARE OWNER AFTER STALLION OWNER SIGNS.