



20 Shipped Semen Contract

MARE NAME \_\_\_\_\_

STALLION \_\_\_\_\_

BREED:QH/TB/APHA/APHC

STALLION SERVICE FEE: \_\_\_\_\_

REGISTRATION #: \_\_\_\_\_

Terms and Conditions

- 1. Heritage Ranch & Stallion Station, L.C. Heritage Ranch & Stallion Station, L.C. hereby reserves for the Mare Owner one breeding to the Stallion named above during the current year Breeding Season. This reservation has been secured by the Mare Owner's payment of a Booking Fee, which is non-refundable and shall be applied to the Stallion Service Fee, and included with this contract.
2. Mare Owner. The Mare Owner represents the Mare is healthy and in sound breeding condition and registered with the designated registration organization. The Mare Owner agrees to attach a copy of the Mare's registration papers with this document and agrees to furnish any other information as Heritage Ranch & Stallion Station reasonably requests. The Mare must be managed by a veterinarian qualified in equine reproduction. The Mare Owner agrees to use the semen shipped hereunder solely to breed the designated Mare in accordance with this breeding contract together with the rules and regulations of the appropriate registration organization. It is further agreed that should the Stallion die or become unfit for service prior to the Mare getting in foal, this contract shall become null and void, and any money paid as part of the Stallion Service Fee shall be refunded to the Mare Owner, excluding any Mare Care, Boarding and/or vet expenses of the said Mare.
3. Charges. The Mare Owner and/or any individual executing this Agreement shall agree to pay PRIOR to shipment the following:
(A) Booking Fee of \$\_\_\_\_\_
(B) Balance of Stallion Service Fee \$\_\_\_\_\_
(C) Collection/Shipping Fee of \$\_\_\_\_\_ for first shipment and \$\_\_\_\_\_ for any/all additional shipments.
(D) Air Freight and Courier Charges as incurred should same day shipment be required by Mare Owner and/or weekend collection.
(E) Equitainer Price of \$\_\_\_\_\_

PAYMENT OF ALL CHARGES IN FULL WILL BE REQUIRED PRIOR TO ANY SHIPMENT.

- 4. Shipment. STALLIONS ARE COLLECTED FROM FEBRUARY 1 THROUGH JULY 1 ON A SET SCHEDULE. CONTACT HERITAGE RANCH & STALLION STATION FOR DETAILS.

The use of cooled semen is a new, emerging technology and no warranty or guarantee, expressed or implied, is given. No guarantee of delivery within a certain time period nor the quality of the semen at arrival is given. In the event of insufficient semen on a particular breeding day, Heritage Ranch & Stallion Station reserves the right to determine which mares will be bred, based on reproductive status. Semen orders must be placed ONE DAY PRIOR to shipment date. Confirmation or cancellation of the semen order must be done by 8:00 AM MST the day of the collection. A shipment may be canceled by 8:00 AM MST without incurring a collection fee penalty. Mare Owner agrees to pay for shipments canceled following Preparation and/or shipment.

- 5. Live Foal Guarantee. This contract provides for a return breeding, in succeeding year only, for the Mare (or agreed upon substitute) that fails to produce a live foal. This may be satisfied at the sole discretion of Heritage Ranch & Stallion Station by 1)shipping semen, 2)re-breeding on site to be performed at Heritage Ranch & Stallion Station. Heritage Ranch & Stallion Station shall be notified in writing within 10 days, sent a veterinary certificate from the attending veterinarian, and the breeders certificate returned in the event there is no live foal.

- 6. Miscellaneous. When Mare Owner, or authorized representative, signs and returns this contract to Heritage Ranch & Stallion Station, it will be a binding contract on both parties, subject to the above terms and conditions. This contract is not transferable or assignable. The Mare Owner/Lessee agrees that interest of 1.5% will be charged on all accounts that are 30 days past due. The Mare Owner/Lessee agrees to pay all reasonable attorney fees incurred by Heritage Ranch & Stallion Station in attempting to collect any outstanding balance. The Mare/Owner irrevocably agrees that the Mare Owner's sole recourse against Heritage Farms with respect to the performance or non-performance of this breeding contract is a return of the Stallion Service Fee less the Booking Fee. The Owner/Lessee acknowledges the lien rights of Heritage Ranch & Stallion Station pursuant to state law (CRS 38-20-102 (1)a et seq and as amended).

Approved: Heritage Ranch & Stallion Station Date
1892 W. Heritage Ranch Drive
Farr West, UT 84404
Phone 801.644.9500 Fax 801.731.9100

Mare Owner/Lessee Signature Date

Owner Name \_\_\_\_\_

Address: \_\_\_\_\_

Attending Veterinarian: \_\_\_\_\_

Telephone: \_\_\_\_\_

White Copy: Heritage Ranch Yellow Copy: Client