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Transported Cooled Semen Breeding Contract 2019

This Shipped Semen Breeding Contract for the **2019** Breeding Season is made and entered into this _____ day of _____, **2019** by and between **Pilot Knob Quarter Horses (PKQH)**, hereinafter referred to as **Breeder**, and _____, hereinafter referred to as **Mare Owner**. Mare Owner agrees to have a knowledgeable party inseminate the **Mare** _____, Registration #(s) _____ Breed Association(s) _____ with shipped cooled semen from the Stallion **An Absolute Martini** AQHA Registration # **5711815** owned by John McNichol, hereinafter referred to as **Stallion**, for the following Service Fee(s)

- Shipped Semen Service Fee for Stallion: \$ _____
 + Additional Shipping Cost(s): \$ 275 overnight or \$ 375 same-day
 = Total Cost : \$ _____ (due before first shipment of semen will be sent)

1. It is understood that Breeder may limit the number of shipped semen doses for any breeding date period. Priority for shipped semen will be based upon date full payment was received. Breeder cannot guarantee semen on any particular date Mare Owner may need it. Mares stabled with Breeder at farm will be given breeding priority over shipped semen mares.
2. Additional shipping expenses will be at Mare Owner's expense. This includes **ALL** shipping charges. The charge for an overnight delivery is \$275 and same-day shipments are \$375. **All shipping charges must be paid IN FULL before Breeder will ship semen to Mare Owner/agent(s).**
3. Due to the high demand during the breeding season, disposable shipping containers must be returned to PKQH within 7 days' time (if first shipment), or Mare Owner will be charged \$25 replacement value.
4. Each semen shipment will be guaranteed by PKQH to contain enough live sperm cells to inseminate one mare only. Any attempt to breed more than one mare with a single shipment will void this contract. One dose of semen will be shipped to Mare Owner unless Breeder has an excess number of doses that breeding day. **Extra doses may be sent, but are not guaranteed.** Mare Owner should not assume that, if more than one dose is sent on a particular day, that the following shipment will also contain an extra dose.
5. Ordering and confirming the availability of shipped semen is the responsibility of the Mare Owner.
 - A. **Collection days are Mondays, Wednesdays & Fridays, beginning February 1, 2019 through May 31, 2019. There will be no additional collection days.**
 - B. Advance notice of general shipping date is required to guarantee the availability of semen.
 - C. Once anticipated shipment date has been established, a confirmed semen order must be made **before 9AM EST** of the collection day. PKQH cannot guarantee semen availability for late calls. Any late calls that do result in a shipment of semen will be subject to a \$50 late call courier charge before shipment.
 - D. Requests for shipment of semen **WILL NOT** be taken through any social media website under any circumstances (i.e.: Facebook). Orders must be placed by phone to either number listed above, along with a follow-up text to Mike Hay cell phone, if possible.
 - E. Same-day shipments via the airlines will be available through Piedmont Triad International Airport in Greensboro, NC (GSO). **Same-day shipment orders will not be taken after 9AM EST.** PKQH cannot guarantee that airline shipments will be available on all days, to any/all airports.
 - F. PKQH's preference is to send semen shipments overnight via FedEx or UPS (Mare Owner may choose preferred carrier). PKQH is not responsible for shipments once they leave our care and custody. Mare Owner will be charged for any extra costs associated with using one particular carrier over another.
6. **The Breeding Fee and additional shipping fees must be received by PKQH before semen will be shipped to Mare Owner.**
7. The Stallion Owner (John McNichol) offers a Live Foal Guarantee (LFG) from the breeding purchased with this contract. A Live Foal is defined by PKQH as a foal that stands on its own and nurses within 24 hours of birth. Should Mare not produce a Live Foal, the LFG will ensure Mare Owner a breeding for the **following season (2020) only**. A chute fee or re-breed fee may apply.
8. Mare Owner agrees to pay any chute fee or re-breed fee in addition to shipping charges before a re-breed will be honored.
9. At the Stallion Owner's and/or Breeder's discretion, Mare Owner may be required to bring Mare to PKQH or another facility of Breeder's choosing for breeding and/or re-breeding.
10. A Breeder's Certificate will be issued for the Foal produced from this breeding, when Service Fee and all other expenses incurred while breeding Mare have been paid in full and when Mare has produced a Live Foal.
11. Should Mare undergo an Embryo Transfer (ET) procedure and produce multiple embryos from one or more inseminations to Stallion or produce multiple foals naturally, Mare Owner will be responsible for multiple Service Fees, equal to the number of foals produced from the mating. Should Mare produce multiple embryos through ET, Mare Owner is obligated to inform PKQH of the existence of multiple embryos within 90 days of multiple embryos being flushed from Mare. Mare Owner will be responsible for additional Service Fee(s) at that time. Should Mare produce multiple foals naturally, Mare Owner is responsible for additional Service Fee(s) when foal(s) are considered Live Foals under the terms of the LFG.
12. Both parties agree that the Breeder, their agents or employees are not liable for death, sickness and/or accident to Mare resulting from this breeding.
13. It is further agreed that should the Stallion die or become unfit to breed prior to settling the Mare, that **1/2** of the breeding fee will be refunded by the Stallion Owner (John McNichol), if Service Fee has been paid in full, thereby cancelling this entire contract; or if the Mare dies or becomes unfit to breed before settling, the Breeder has the option to either a) accept another Mare as replacement or b) cancel this contract.
14. All parties agree to follow their particular Breed Association Rules and Regulations with regard to the shipment of cooled and transported semen.
15. This contract is non-assignable and non-transferable without the express written consent of the Breeder.
16. Should either party breach this contract, the breaching party shall pay the other's court costs and attorney's fees related to such breach.
17. This contract is entered into and will be interpreted under the laws of the State of North Carolina, county of Stokes, and will be enforced under the laws of such. If any clause is against North Carolina State Law, that clause shall be null and void. The balance of the contract will remain in force.

Is mare in foal? _____ If in foal what is the approximate due date? _____ When do intend to begin breeding your mare? _____

Will you be doing Embryo Transfer? _____ Do you intend to flush multiple embryos? _____ Will you be breeding to other stallions to obtain embryos? _____

Comments: _____

Mare Owner Signature: _____ Breeder Signature: _____

Mare Owner Name (Print): _____ Breeder Name (Print): MIKE HAY

Date: _____ Date: _____

****PLEASE INCLUDE A COPY OF YOUR MARE REGISTRATION PAPERS WITH THIS CONTRACT****

**We accept MasterCard/Visa/American Express/Discover
 WE THANK YOU FOR YOUR BUSINESS!**

