

2013

TRANSPORTED COOLED SEMEN STALLION CONTRACT



TURNER HENDERSON
Show Horses

35444 Laura Ln SE Albany, OR 97322 (541)905-3484 or (541) 451-5981
email: thshowhorses@hotmail.com website: www.turnerhendersonshowhorses.com

This agreement is made and entered into this _____ day of _____, 20____ by
and between

_____ herein referred to as Mare Owner and
Turner Henderson Show Horses (TH Show Horses).

1. The mare owner has agreed to breed the mare (**Registered Name**) _____ and (**Registration Number**) _____ to the Stallion **F P Redemption, APHA #968526**, standing at **Turner Henderson Show Horses** during the 2013 breeding season. The breeding season shall be between February 1st to June 1st of 2013.
2. The Mare Owner agrees to pay a stallion service fee of \$700.00 of which \$250.00 deemed as the booking fee is payable with this contract and is non-refundable. The balance of breed fee along with shipping fees must be paid prior to the first shipment of semen, unless otherwise agreed on between **TH Show Horses** and mare owner (see #15).
3. The Mare Owner will send a complete current copy of the mare's registration papers with this contract as well as any necessary lease information or documentation needed.
4. The mare must be in healthy and sound breeding condition. **TH Show Horses** recommends the Mare Owner use a vet that is experienced with transported cooled semen.
5. All shipments of semen will be charge a collection and shipping fee of \$300.00. All payments must be made prior to shipping.
6. The Mare owner is responsible for the return of the Equitainer to **TH Show Horses**. If any or all parts of Equitainer are not returned to **TH Show Horses**, Mare Owner will be charged for replacement parts.
7. Semen is collected and shipped Monday, Wednesday and Friday. Exceptions can be made if prior arrangements are made.
8. **TH Show Horses** requires that the Mare Owner **notify us no later than 9 a.m.** (PST) the morning of the day the shipment of semen is to be shipped.
9. **TH Show Horses** offers a (LFG) Live Foal Guarantee. A live foal is defined as a foal that stands and nurses without assistance. If the mare does not produce a live foal or if the mare does not settle, produces a foal that is still born or unable to stand and nurse, the mare is allowed a rebreed the following year. (This guarantee is for the mare originally booked unless a substitute mare is mutually agreed upon between **TH Show Horses** and the Mare Owner-- along with a fee of \$300.00 for collection and shipping.) This guarantee is null and void if **TH Show Horses** is not notified within one week of the foal's demise or when the mare is found to have aborted. This notice must be accompanied by a statement from a licensed veterinarian.

10. The Mare Owner must administer the necessary Rhino Pneumonitis vaccines at the fifth, seventh and ninth months of pregnancy. Failure to do so results in the nullification of the live foal guarantee.

11. Should the stallion die or otherwise become unfit for breeding, this contract shall be null and void. If the mare should die or become unfit for breeding, this contract shall be null and void unless written approval from **TH Show Horses** grants the use of a substitute mare. This privilege can only be extended by **TH Show Horses**. Attempts to assign or substitute another mare without prior written consent of **TH Show Horses** shall terminate this Agreement and release **TH Show Horses** from its obligations.

12. **TH Show Horses** will issue a breeder's certificate when notified of the birth of the foal resulting from this breeding, providing that the mare owner has no outstanding debt to **TH Show Horses** . In the event of a debt, the breeder's certificate will only be issued once the debt has been paid in full.

13. This Agreement shall be construed in accordance with the laws of the State of Oregon and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Oregon and to Linn County in particular. All venue objections are waived. Should **TH Show Horses** resort to legal action to enforce the terms of this agreement, **TH Show Horses** shall be entitled to recover all legal fees, costs and expenses should a dispute arise between them should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach.

14. This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied are included unless specifically stated in this written contract. When mare owner or agent and **TH Show Horses** sign this contract, it then be binding on both parties, subject to the above terms and conditions.

15. Written conditions different from above stated contract: _____

APPROVED AND AGREED UPON BY:

Turner Henderson Show Horses

and

Mare Owner and/or Agent

By: _____
(TH Show Horses Representative)

By: _____
(Signature of Mare Owner and/or Agent)

Date: _____

Date: _____

(PLEASE PRINT ALL INFORMATION BELOW)

Name of Mare Owner (as it appears on Registration Papers) _____

Mare's Name and Registration Number _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Cell/Mobile _____ Email _____

SHIP SEMEN TO: (If different than above address – PLEASE PRINT)

SHIP SEMEN TO: (Name of Facility) _____

Contact Person _____

Semen Shipping Address - (No P.O Box) _____

City _____ State _____ Zip _____

Phone _____ Cell/Mobile _____ Email _____

Please sign and return all pages of this contract and

\$250.00 booking fee to:

Turner Henderson Show Horses • 35444 Laura Ln SE • Albany, OR 97322

TH Show Horses will sign the contract and send a copy back to you for your file.