

Chafin's Performance Horses

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TRANSPORTED COOLED SEMEN BREEDING CONTRACT

This certifies that _____, herein referred to as Mare Owner, has engaged one service to the Stallion, ZIPPED CASH, for the mare _____ during the 2016 breeding season.

Chafin's Performance Horses, or Justin and Deana Chafin, owner of the above-named Stallion, will be referred to as Breeder. This service is subject to the following terms and conditions:

BREEDING FEE- Stallion Breeding fee is \$750.00. A non-refundable booking fee of \$250 which is included in the stallion fee is due with this contract. Total stallion fee must be paid in full before mare is bred. If Shipping, full payment of \$750.00 plus \$250 for shipping must be paid before semen will be shipped.

EMBRYO TRANSFER- Applies only to Mare Owner that intend to attempt Embryo Transfer, The recovery of multiple embryos shall cause the Mare Owner to notify Chafin's Performance Horses within (48) hours of the transfer of embryos. When multiple pregnancies result, Mare Owner must pay stallion owner the Stallion Breeding Fee for **EACH** pregnancy; this amount is due and payable when:

Recipient Mare(s) are pronounced safe in foal and the billing statement is received by Mare Owner. If Recipient Mare(s) absorb or abort the pregnancy, the Mare Owner will not be refunded the Stallion Breeding Fee(s). The Breeder agrees to breed the same Mare during the same or the following year's breeding season.

SHIPPING EXPENSE- Shipping fee per shipment is \$250. This will cover all costs of the semen shipping process for each shipment, including lab and veterinary costs, courier service and ground shipping expense. The Breeder requires shipping fees be paid no later than three (3) days prior to shipping. For Mare Owners that are within driving distance to the Ranch, we offer a Pick Up rate of \$75 per pick up and this is due prior to release of the semen.

BREEDING SEASON- The breeding season in force for this contract shall begin February 1st and close June 30th of the year of this contract. Breeding days are Monday, Wednesday, and Friday unless circumstances warrant a change of days. Stallion owner must be notified by 9 pm PST the day before semen needs to be shipped

SOUND CONDITION- The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition and free from infection and disease.

COOLED SEMEN HANDLING- The Mare Owner agrees to comply with all AQHA or APHA requirements, as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within 24 hours but not more that 72 hours from receipt.

MARE OWNER RESPONSIBILITY- The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. If Mare fails to conceive from first shipment, **Mare Owner is required to have Mare a cytology and be cultured by veterinarian** and infused, if necessary. Results from culture and sensitivity test must be sent to Chafin's Performance Horses. The Breeder, in its sole discretion, may refuse to ship semen beyond three shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.

LIVE FOAL GUARANTEE- The Mare Owner is guaranteed one "live foal". "Live foal" requires that the foal stand and nurse. If the Mare absorbs or aborts a pregnancy after having been pregnancy checked in foal, or if the Mare fails to

conceive during the normal breeding season, the Breeder agrees to breed the above-named Mare or a substitute that both Breeder and Mare Owner agree upon, during the immediate following year's breeding season. Written notification from a licensed veterinarian must be received by Chafin's Performance Horses if the mare does not produce a live, healthy foal.

NO LIABILITY- It is understood Chafin's Performance Horses, its' employees, veterinarians, agents and guests shall not be liable for any injury, escape, sickness, disability or death of the Mare arising from the Stallion service pursuant to this agreement.

BREEDER'S CERTIFICATE- A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner after all fees and expenses have been paid in full and **upon notification to Chafin's Performance Horses of the birth of the foal.**

REGISTRATION PAPERS- **A COPY OF THE MARES' REGISTRATION PAPERS MUST ACCOMPANY THE SIGNED CONTRACT.**

The Mare Owner that is recorded with AQHA or APHA at time of breeding will be recorded on the Stallion Breeding Report.

BINDING & AGREEMENT- This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the breeding fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion and supersedes all other agreements or understandings between the parties whether oral or written concerning the breeding of the Mare and the Stallion.

DISCLAIMER- Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by Mare Owner.

COLOR GUARANTEE- **This only applies to APHA or ApHC mares.** The resulting foal from the breeding of the above-named mare must be eligible for Regular Registration in the appropriate breed. If the resulting foal is not eligible for Regular Registration, the above-named owner will be able to rebreed the same mare the following year only and a \$250 rebreed fee will be due before mare is rebred. Shipping is not included.

Mare's Registered Name _____

Registration Number _____

MARES' CURRENT STATUS- Open _____ In Foal _____

Last Year's Breeding Date _____ Stallion Bred

To _____

Signature- Mare Owner

Address

Date

Home Phone _____ Cell _____

Email _____

Veterinarian's Address/Telephone Numbers and Nearest Major Airport (American Airlines or Delta Destination) Information as Follows:

