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## 2018 FROZEN SHIPPED SEMEN CONTRACT CATS RED FEATHER

1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to **CATS RED FEATHER**, AQHA Reg #3760033 (Herda N/Hr) for the Mare \_\_\_\_\_, Reg. # \_\_\_\_\_ for the Breeding Fee of \$ 0, plus Chute Fee of \$650 (Made payable to BVSS) during the 2018 breeding season, Feb 1<sup>st</sup> to July 15<sup>th</sup>. **A separate contract is required for each breeding to this mare if more than one pregnancy (via embryo transfer) is desired.**
2. Owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The Owner agrees to use the semen shipped solely to breed the mare specified.
3. **Frozen semen only will be available for this breeding contract.** Chute Fees are non-refundable.
4. The Breeding Fee and Chute Fee as specified above shall be paid prior to the first shipment of semen. The Chute Fee includes the 1<sup>st</sup> shipment of semen via Fed Ex Standard Overnight. If an air shipment is requested or required, the Mare Owner's credit card will be charged a **\$200 courier charge**. Additional Fed Ex shipments are **\$300** each and must be paid prior to shipment. **If an airline shipment is necessary on additional shipments, airfare plus courier fees will apply in addition to the \$300 fee.**
5. Owners requesting frozen semen should expect to receive two doses. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owners' expense.
6. Should any foal which is born to the mare, pursuant to this contract, not stand and suck, the Owner shall be entitled to a re-breed the following year only for this mare. THIS RE-BREED SHALL APPLY ONLY IF BVSS IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH. BVSS's sole liability and obligation for any foal that is born to the mare but does not stand and suck, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Chute Fees for the mare, under the same terms set forth in this contract.
7. If the mare proves not to be in foal as a result of this contract or if the foal does not stand and suck, BVSS has the option to re-breed the mare the following year only. All re-breeds must pay a Chute Fee. **2<sup>nd</sup> year re-breeds will be at the discretion of the stallion owner, additional breeding fees may apply.**
8. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding, it will be the responsibility of the Mare Owner to notify BVSS of number transferred. **If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding. Please notify BVSS with insemination dates and status (In Foal/Open) of your mare at the end of the breeding season.** Stallion Breeding Reports are prepared immediately after the end of breeding season.
9. If Mare Owner desires to do a **frozen embryo**, it will solely be their responsibility to pay all nomination fees. **It is also the Mare Owner's responsibility to notify BVSS when the frozen embryo is utilized.**
10. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY BRAZOS VALLEY STALLION STATION LP OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. The Stallion owner is responsible for signing the Breeder's Certificates.
11. HERDA GUARANTEE: In the event the mare bred tests N/Hr for the HERDA gene, a hair sample of the foal produced from this mating must be tested at an approved laboratory before it reaches one (1) month of age. If the foal tests H/H for the HERDA gene, the Owner must return registration papers of the foal and a signed transfer to BRAZOS VALLEY STALLION STATION. If the foal has not been registered, the Breeder's Certificate must be returned. Upon receipt, the Stallion Owner will issue a re-breed for another mare belonging to the same Owner that tests N/N for the HERDA gene.
12. Owner shall hold Stallion Owner and BVSS harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of, or connected in any way with Shipped Semen Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
13. If it should become necessary for BVSS to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the Owner will pay BVSS all expenses and costs, including reasonable and necessary attorney's fees incurred by BVSS in enforcing this contract.
14. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this Contract shall be in Erath County, Texas.
15. This contract is non-transferable nor assignable without prior written consent from BVSS.
16. **DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.**
17. **ALL SHIPPING BOXES MUST BE RETURNED to BVSS, at the mare owner's expense within 5 days of shipment. If the cryo-cube is NOT returned, the Mare Owner will be charged for replacement value.**
18. **All International and US Clients must pay with US Funds via Credit Card (3% Surcharge for MC,VISA, DISCOVER; 4.5% for AmEX), Wire Transfer (\$50 Surcharge) or check from a US Bank account.**

Mare Owner: \_\_\_\_\_

BVSS/Agent: \_\_\_\_\_ Jeremy Barwick \_\_\_\_\_

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

BVSS Signature: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_

Phone#: \_\_\_\_\_

E-mail: \_\_\_\_\_

Owner/Agent

Signature: \_\_\_\_\_

Date: \_\_\_\_\_