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### 2018 SHIPPED SEMEN CONTRACT DUAL SMART REY

1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to DUAL SMART REY, AQHA Reg #4322331 (Herda N/N, GBED N/G) for the Mare \_\_\_\_\_, Reg # \_\_\_\_\_ for the Breeding Fee of **\$2,800**, 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. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. 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 or Priority Overnight OR up to (2) **Pick-Ups** OR (1) **Airline** shipment (courier fees not included). If an air shipment is requested or required, the Mare Owner's credit card will be charged a **\$200 courier charge**. **Fees for Additional shipments are: Pick-up \$100; Standard Overnight Fed-Ex \$250; airline \$100 plus airfare and \$200 courier** fee. Stallions are collected from Feb 1<sup>st</sup> to July 15<sup>th</sup> on a set schedule. A collection schedule is attached.
5. **Semen orders must be placed by 5 pm the day prior to shipment**. If the order is cancelled after 8 am CST the day of collection, that collection will be considered the collection included with the Chute Fee. If it was an additional collection the Owner will be charged an additional **\$250**.
6. There is no guarantee of semen delivery within a certain time period nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, BVSS will ship shipments on a first ordered, first serve basis.
7. Depending on demand, Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, mare owner has the option of receiving frozen semen if available. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owners' expense.
8. 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. 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. BVSS has the option to require that the mare be brought in-house for the re-breeding. **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.**
9. 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 the status (In Foal/Open) of your mare by the end of the breeding season. Stallion Breeding Reports are prepared immediately after the season.
10. If the 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.
11. TO OBTAIN A "BREEDERS 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.
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 or 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. There will be a charge of \$50 for shipping containers that are not returned.**
18. **All International and US Clients must pay with US Funds via Credit Card (3% Surcharge for MC, VISA, DISCOVER or 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: \_\_\_\_\_