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## 2020 FROZEN SHIPPED SEMEN CONTRACT FREE FLAMING ACE

1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to Free Flaming Ace AQHA Reg #5562162 (5 panel N/N) for the Mare \_\_\_\_\_, Reg. # \_\_\_\_\_ for the **Breeding Fee of \$ 1,500**, plus processing Fee of **\$350** (Made payable to BVSS) during the 2020 breeding season, Feb 1<sup>st</sup> to July 15<sup>th</sup> **Processing Fees are non-refundable The Breeding Fee and processing Fee Must be paid prior to the first shipment of semen.**
2. Mare owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The mare owner agrees to use the semen shipped solely to breed the mare specified.
3. **Frozen semen only will be available for this breeding contract.** Processing Fees are non-refundable.
4. The Breeding Fee and Processing Fee as specified above must be paid prior to the first shipment of semen. The Processing Fee includes the 1<sup>st</sup> shipment of frozen semen via (1) Fed Ex priority Overnight or up to (2) frozen semen pickups. Additional Fed Ex shipments are **\$300** each, additional pickups are **\$150** and must be paid prior to shipment or pickup. No airline shipments are available for this contract.
5. Mare owner's requesting frozen semen should expect to receive one dose. 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 nurse, the mare 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 nurse, 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 mare owner shall pay Processing 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 nurse, BVSS has the option to re-breed the mare the following year only. All re-breeds must pay a Processing 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 additional contracts and/or breeding fees will be at the discretion of the stallion owner, 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. If ICSI procedure is used to produce multiple embryos, it will be at the discretion of the stallion owner to determine additional breeding fees. 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 embryo is frozen and when 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. Mare 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.
12. 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.
13. 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.
14. This contract is non-transferable nor assignable without prior written consent from BVSS.
15. **DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BVSS PERSONALLY TO ORDER SEMEN.**
16. **ALL SHIPPING BOXES MUST BE RETURNED to BVSS, at the mare owner's expense within 5 days of shipment. If the Vapor Shipper is NOT returned, the Mare Owner will be charged for replacement value.**
17. **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: \_\_\_\_\_