Brazos Valley Stallion Station, LP

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2021 CANADIAN SHIPPED SEMEN   **Early Booking Discount If**
SMOOTH TALKIN STYLE   **Paid In Full By 1/31/2021**

ALL CONTRACTS/PAPERWORK MUST BE TO BVSS 72 HRS PRIOR TO ORDERING SEMEN

1. BRAZOS VALLEY STALLION STATION LP (BVSS) hereby reserves one breeding to **Smooth Talkin Style** , AQHA Reg #5379033 (6 Panel N/N) for the Mare_____, Reg #_____ for the Breeding Fee of **$2,500,** plus Chute Fee of $**675** (Made payable to BVSS) for the 2021 breeding season, Feb 1st to July 15th. A collection schedule can be found on our website. **Chute Fees are non-refundable. The Breeding Fee and Chute Fee Must be paid prior to the first shipment of semen. All International Health Certificates will be at Mare Owner's expense.** Additional shipments are **$300 each for frozen & $250 for fresh. NO SHIPMENTS ON SATURDAYS OR SUNDAYS. Flights are not available to Canada.**

2. **Friday Shipments Must be Ordered by 5pm (cst) THE DAY BEFORE,** Semen cancellations must be made by 8 Am of collection day.

3. 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.

4. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded.

5. 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.

6. Depending on demand, mare 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. Additional frozen shipments via FedEx are $300. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owners' expense.

7. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, 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 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 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 nurse, 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. 2nd 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 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. 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.

9. 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 embryo is frozen and when utilized**.

10. 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.

11. 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 or 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/VAPOR SHIPPER 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. 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:_____