

**Stallion Service Shipped Semen Contract**  
**2012 Breeding Season (February 1 through June 15)**  
**ULTIMATELY TUF, APHA # 00640737 & AQHA # 4779856**

This agreement for the breeding season of 2012 is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_ by and between Stallion Owners, herein referred to as Breeder, and \_\_\_\_\_ herein referred to as Mare Owner.

Mare Owner agrees to breed via shipped semen the mare \_\_\_\_\_ # \_\_\_\_\_, to the stallion Ultimately Tuf, APHA #00640737 & AQHA # 4779856, for the fee of Eight Hundred Fifty Dollars (\$850.00), for a live foal, subject to the following conditions:

1. A booking fee of \$200 is payable with this contract and the unpaid balance of \$650 is due and payable with semen shipping order. The booking fee is not refundable.
2. Collection and Shipping fee of \$250 will be paid before each shipment of semen; additional \$25 for Saturday delivery or \$100 additional for counter to counter. This fee covers stallion collection, packaging & shipping charges and disposable container. At any time during the breeding season, Mare owner may choose to bring the Mare to the Stallion Owners for insemination.
3. Reservations: Receipt of the above mentioned stallion service fee confirms the mare's reservation to breed to the above named stallion for the current breeding season from Feb 1 to June 15 of the current year.
4. The purchaser requests the following month for breeding \_\_\_\_\_. The Stallion Fee balance and all additional relevant shipping fees must be paid before semen is shipped. Out of state checks require ten (10) days to clear, for convenience, Master Card and Visa is accepted. A CREDIT CARD AUTHORIZATION FORM, is attached and made a part hereof. This form must be filled out prior to shipment if this form of payment is used.
5. All requests for semen shipments shall be filled as received, subject to availability of above named stallion's semen and the farm veterinarian's approval. If there is insufficient semen to fill orders on a given day, the farm veterinarian will determine which orders will be honored. This decision will be based on information provided by the purchaser's veterinarian.
6. Conditions: Stallion service will be provided to only healthy mares in sound breeding condition, determined by a veterinarian acceptable to the Stallion Owners. In the event the mare is barren, the Stallion Owners require the purchaser's veterinarian to submit a current negative intrauterine culture certificate (within 60 days) and certify the immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.
7. Return of Service: Purchaser shall not be entitled to a return of fees unless conditions in #8 are present. The mare will have the right of return to the above named stallion in the following breeding season under the following circumstance:
  - If the mare does not settle during the present breeding season, she is eligible to return in the next breeding season if the purchaser submits a veterinarian's certificate to that effect.

- If the mare is examined to be in foal but becomes barren during gestation, she may return if the Stallion Owners receive a veterinarian's certificate of barrenness within five days of examination.
- If the mare aborts or produces a live foal that is unable to stand alone and nurse and subsequently dies, a veterinarian's certificate must be provided to the Stallion Owners within seven days from date of death.
- In each and all cases the required veterinarian certificate shall affirm that the mare had been immunized (see item 6 conditions). Where appropriate, the certificate is a condition precedent to any return.

All rights of return to the stallion are subject to prepayment of costs listed above.

8. It is further agreed that should the above named stallion die, or becomes unfit for stallion service, or if the mare dies or becomes unfit to breed, then this contract shall become null and void with the return of the stallion service less booking fee.

9. A breeder's certificate will be issued to mare owner herein upon notification of the birth of the foal and all bills on the mare have been paid.

10. If mare does not settle, Stallion Owner/Breeder shall be held totally harmless.

11. This Contract is non-assignable and non-transferable, in the event the Mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will no longer be valid unless specific written consent or assignment is given to me prior to transfer of ownership.

12. This Contract with additional agreements if applicable, represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract. This contract is entered into in the State of Kentucky and will be interpreted and enforced under the laws of that state. When the authorized representative of the Stallion Owners, signs and returns a copy of this offer, it becomes a binding contract of both parties, subject to the above terms and conditions.

Approved and Agreed to:

\_\_\_\_\_  
Tim or Dana Crager, Stallion Owner

\_\_\_\_\_  
Mare Owner, Lessee or Authorized Agent

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Home and Work Telephone Numbers

Please return to Cross Creek Farm, 92 Pecks Ridge Rd., Flemingsburg, Ky 41041  
606-849-3043/606-782-7864

**Enclosure 1- Shipping Information Form**

Name of Mare: \_\_\_\_\_

Mares Owner's Name: \_\_\_\_\_

Mare Owners Address: \_\_\_\_\_  
\_\_\_\_\_

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

No P.O. Box, must be street address or rural route

Person Receiving shipment: \_\_\_\_\_

Phone Number:(include area code) \_\_\_\_\_

Fax Number:(include area code) \_\_\_\_\_

Unless otherwise specified, Fed-Ex Overnight Delivery will be used to deliver semen shipments.

If you desire an alternate method of shipment at your own expense, please specify it below and

furnish any additional information that would be useful in serving your delivery needs (i.e.,nearest airport, etc.).

Requested alternate method \_\_\_\_\_

Additional information \_\_\_\_\_

CREDIT CARD AUTHORIZATION FORM

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

To: The Stallion Owners This is to verify that I,

\_\_\_\_\_ authorize The Stallion

Owners to pay my account with the use of my Master Card/Visa credit card. The Stallion Owners have not stamped my card, but will keep this letter and signature on file to verify authorization. The Stallion Owners will only charge my statement upon my authorization.

Master Card OR Visa#: \_\_\_\_\_ Expiration date:

(CIRCLE ONE)

Name on credit card: \_\_\_\_\_

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

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