

Cooper Quarter Horses Shipped Semen Contract

This is an agreement wherein _____ (mare owner), has engaged Cooper Quarter Horses, LLC (Breeder and Agent for owner of said stallion), for one service to the Stallion, ZIPRAGEOUS, Reg.# 3691961, for the mare: _____, Reg. # _____ for the

2010 breeding season at a fee of \$ \$1,750. This agreement is subject to the following conditions:

- 1) A non-refundable Booking fee/chute fee of \$ 500.00 is payable when this contract is signed and returned. This fee is applied to the total breeding fee, the balance \$ \$1,250.00 of which is payable prior to the first shipment of semen. This booking fee may not be transferred to another mare owner or carried forward to a different breeding season. Invoices are to be paid in full and received by the farm by the 20th of the month. 18% interest per annum will be charged on all accounts in excess of thirty days. A minimum of twenty five dollar late fee will be charged on all invoices 30 days past due. Mare Owners pay a 4% office fee for all payments made by credit card transactions. All invoices 60 days past due will be charged automatically to owner's credit card. **MARE OWNER'S INITIALS:** _____
- 2) Owner must provide credit card number on file. **MARE OWNER'S INITIALS:** _____
- 3) There will be a collection/packing fee of _____ per shipment charged to mare owners who utilize transported cooled semen. The collection/packing fee must be paid to Cooper Quarter horses prior to transporting semen. All shipping cost will be paid by the Mare owner.
- 4) A refundable semen container deposit of \$250.00 must be paid to Cooper Quarter Horses prior to transporting semen. Damage to the semen container or contents will be deducted from the container deposit. **MARE OWNER'S INITIALS:** _____
- 5) The cost of shipping the container, via Fed Ex or Same Day (counter-to-counter + Courier Fee), is the responsibility of the mare owner. **MARE OWNER'S INITIALS:** _____
- 6) The semen container must be returned to Cooper Quarter Horses the day after the mare is inseminated. Mare owner will pay all costs for return of semen container back to Breeder. A charge of \$25 per day will be deducted from the deposit of the semen container if Cooper Quarter horses do not receive the container within five working days from the day the semen was transported. **MARE OWNER'S INITIALS:** _____
- 7) The breeding must be done at a QUALIFIED BREEDING FACILITY or under strict supervision of an APPROVED VETERINARIAN/BREEDING CENTER. If Mare is not in foal after three semen shipments pursuant to this Agreement, Mare Owner agrees to have Mare's reproductive status evaluated by a licensed veterinarian. If Mare is unsuitable for breeding, it will be in the Stallion Owner's sole discretion whether to accept any substitute mare.
- 8) **ALL REQUESTS FOR SEMEN MUST BE MADE 24 HOURS IN ADVANCE OF COLLECTION/SHIPPING DATE. ALL COUNTER-TO-COUNTER SHIPMENTS MUST BE MADE BY 3 PM (EASTERN STANDARD TIME), THE DAY PROCEEDING COLLECTION.** Due to limited availability, on farm mares will be bred first before semen is shipped to outside booked mares. **Semen is available on Monday, Wednesday, and Friday.** The breeding season for transported cooled seme begins Feb 8 and ending June 18 at which time all shipments will be discontinued. Mare owner is responsible for shipping charges for cancellations received on Collection/Shipping days if already processed. **MARE OWNER'S INITIALS:** _____
- 9) **NO WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, SHALL ACCOMPANY A BREEDING TRANSFERRED BY THIS AGREEMENT. NO GUARANTEE OF DELIVERY OF SHIPPED SEMEN WITHIN A CERTAIN TIME PERIOD OR GUARANTEE THAT SHIPPED SEMEN WILL SAFELY REACH THE INSEMINATION POINT OR WILL BE THAWED WITHOUT LOSING SOME OF ITS INTERITY, QUALITY OR CHARACTERISTICS WILL BE GIVEN.** **MARE OWNER'S INITIALS:** _____
- 10) If Mare dies or becomes unfit to breed prior to breeding, Mare Owner shall be required to breed a substitute Mare, owned by or leased to Mare Owner, to Stallion. In this event, a transfer of the breeding may be permitted with the written approval of Stallion Owner. No refunds shall be given.
- 11) Mare Owner agrees that risk of loss transfers to the Mare Owner upon transfer to the transportation company. Each shipment will be insured for the cost of the container only. If mare owner wishes to purchase additional insurance, they may do so at their own expense in advance of shipping. **MARE OWNER'S INITIALS:** _____
- 12) There is NO color guarantee for APHA mares. **MARE OWNER'S INITIALS:** _____
- 13) Stallion Owner will issue a breeding certificate upon notification of birth of foal. All charges must be paid in full prior to issuance. Mare Owner shall not sell, gift, donate, or assign this breeding contract. Substitution of mares is forbidden without the express written consent of Stallion Owner. Attempts to assign or substitute without prior written consent of Stallion Owner will terminate this Agreement and release Stallion Owner from its obligations. A breeding certificate shall be issued only for mare appearing on the Agreement.
- 14) Should more than one embryo result from a breeding, Mare Owner must pay an additional Stallion Service fee for each additional embryo within ninety (90) days of the last breeding in order to receive a breeding certificate for additional foals. **MARE OWNER'S INITIALS:** _____
- 15) Both parties agree to diligently try to settle Mare. If Mare does not settle, mare Owner will hold Stallion Owner harmless from a loss or damage. Neither Stallion Owner nor the contracted breeding farm is liable for any injury, sickness, disease, or death of Mare or her offspring arising from the exercise of the breeding privileges granted herein. Neither is Mare Owner liable for any injury, sickness, disease, or death of stallion arising from the exercise of the breeding privileges granted herein. Requisite insurance is the responsibility of the respective parties. **MARE OWNER'S INITIALS:** _____
- 16) All rebreeds will be charged a chute fee the following year. No live foal guarantee on second year rebreeds.
- 17) Stallion fees are not refundable; however, there is a guarantee of live foal from this mating. Should the foal not stand and nurse, the mare owner will be entitled to a free breeding service, only to the same mare (unless otherwise mutually agreed), during the next breeding season. Cooper Quarter Horses must be notified within one week, from the date of foaling, that the rebreeding is desired. A statement must accompany this notice by a licensed veterinarian. If Stallion dies, is sold, or becomes incapable of servicing mares for any reason and Mare has not achieved a pregnancy, this agreement will become null and void and Stallion Owner may choose to refund half the stallion service fee less any fees incurred to that date, at his sole discretion, and the parties to this agreement will be released from any further liability. The LFG provided herein becomes null and void upon death or incapacity of Stallion. **MARE OWNER'S INITIALS:** _____
- 18) This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are liable unless specifically stated in this written contract. Each party should individually initial additional conditions. When Mare Owner and Breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.
- 19) This agreement constitutes the entire agreement between the parties.
- 20) This contract is entered into the State of Georgia and will be interpreted and enforced under the laws of that state. If any clause in this Contract is against State Law, then that clause shall be null and void.
- 21) Should either party breach this contract, the breaching party shall pay for the other's court cost and attorney's fees related to such breach.

Agent for Cooper Quarter Horses, LLC	Date	Mare Owner/Lessee (Please Circle One)	Date
Association Name and ID#		Address:	
Credit Card #			
EXP: _____	3 Digit Code: _____	Card Type _____	Home Phone: _____
Billing Zip Code: _____		Work Phone: _____	
Authorization Signature: _____		Cell Phone: _____	
FedEx Acct#: _____		Fax: _____	
Shipped To Address: _____		Email: _____	

RETURN BOTH COPIES
1378 PLAINVIEW RD
MAYSVILLE, GA 30558

PHONE (706) 652-2992 * FAX (866) 735-0988

White Copy- Cooper Quarter Horses

Yellow Copy- Mare Owner/Agent