

2010 SNACKBOX Shipped Semen Breeding Contract

EnnisPerformanceHorses.com
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Return To: Ennis Performance Horses • 1023 300th Ave. Frederic, WI 54837 • 715-327-4194

On _____, as owner of the mare _____, Reg. # _____, I agree to breed this mare to the stallion Snackbox, Reg.# 3022697, standing at Ennis Performance Horses, Frederic, WI, hereafter known as EPH, during the February 1st through July 15th, 2010 breeding season. I agree to pay a \$250 shipped semen fee for a live foal plus other applicable fees as follows:

- To be returned with signed contract: \$0 Booking Fee (non-refundable) - to be paid to Mark and Katie Ennis (Ennis Performance Horses)
• To be paid before semen shipment: \$0 Balance of Stud Fee to be paid to Mark and Katie Ennis
• Pay to EPH before shipment: \$250.00 Shipped Semen Fee (non-refundable) - covers 1 shipment in 2010 to BREED ABOVE MARE ONLY.
\$30.00 Container Fee (disposable box containing semen)
• To be paid prior to service request: \$250.00 for each shipment in addition to the first for the above mare.

At Cost FedX, Counter-to-Counter, UPS, USPS, shipping fees. (Closest domestic airport is _____)
This stallion service is subject to the following and mare owner's signature below indicates agreement to contract terms and fees:

- 1. The name and address of the shipped semen insemination facility that will be used for this breeding is: Contact _____, Phone _____ Address _____, and the approximate date semen will first be requested to breed your mare is _____.
2. Mare shall be in a healthy and sound breeding condition. Prior to breeding, mare owner agrees to provide: • photocopy of mare's registration papers, • Licensed veterinarian's statement of breeding soundness and proof of normal uterine cytology (preferred) and/or negative uterine culture.
3. The above mare is: [] Maiden mare [] Open mare [] In foal and last bred _____ [] Wet mare, foal born _____
4. Will an embryo transfer be done from this breeding? [] No [] Yes
5. Shipments are subject to the following: Mare Owner's Federal Express #: _____
Semen will be shipped upon availability. Mares on-site at EPH have priority over shipped semen mares.
Stallions are collected Mon, Wed, Fri - NO EXCEPTIONS. Every effort will be made to fit the mare's breeding time frame, however, it is the mare owner's responsibility to keep in contact with EPH so that your veterinarian and ours can get your mare in foal without missed heat cycles and delayed shipments.
Semen will be shipped priority Monday through Friday via Federal Express, UPS, or USPS at mare owner's expense. This means the semen will arrive the day following shipment. You must give 24 hour advance notice to EPH prior to shipment. If your veterinarian, after checking your mare feels a Monday shipment is necessary, you must contact EPH by NOON Sunday. All shipment requests must be confirmed or canceled by 8:00 AM (CST/CDT - WI time) the day of shipment. Failure to follow this procedure may mean EPH is unable to ship semen for your mare.
• The properly completed and signed copy of the A.Q.H.A. Collection/Insemination Certificate must be returned to EPH. - failure to return form may result in mare's name being left off breeding report.
• EPH and/or stallion owner shall not be held responsible for costs arising from shipments lost, damaged or delayed in transit.
6. EPH agrees to try diligently to settle the mare; however, if she fails to settle for any reason during the above stated breeding season, Mare Owner will hold stallion owner and/or EPH blameless. If for any reason the Mare Owner does not pay all breeding fees and expenses in full, unless otherwise agreed to in writing between both parties, EPH and/or stallion owner are released from all responsibility for the live foal and re-breeding guarantees.
7. A live foal guarantee shall pertain only to mares that are pronounced 45 days safe in foal and confirmed in writing by a licensed veterinarian. Mares not confirmed 45 days safe in foal will not have a live foal guarantee. A live foal is described as a newborn foal which stands and sucks. If foal is born dead, there are return privileges only if EPH is notified within three working days and receives a licensed veterinarian's statement confirming death.
8. If licensed veterinarian pronounces mare in foal and the mare miscarries or aborts after return home, Mare Owner has the privilege to re-breed the mare during current season OR following year's breeding season ONLY. A veterinarian's statement is required and all fees must have been paid.
9. If mare is not settled in foal by end of current breeding season (July 15th 2010), and Mare Owner wishes to return her for a "re-breed" the following season, there will be a re-breed service charge of the 2011 chute fee and mare must be re-bred on-site. If Mare Owner fails to re-breed the mare the following year, then any and all fees paid shall be forfeit and right to re-breed is thereby canceled and EPH Stallion Station and/or stallion owner are released from any further obligation whatsoever.
10. It is agreed that should the above named stallion die or become unfit for service after the mare is pronounced safely in foal, the Stallion Owner and EPH are released from all further responsibility. If mare dies or becomes unfit for breeding, the Mare Owner may return with a substitute mare approved by the Stallion Owner the following breeding season ONLY and subject to above re-breed stipulations.
11. This contract provides for one (1) live foal and (1) breeders certificate. Breeders Certificate will be issued to the registered owner of the mare when Stallion Owner is notified of foal's birth and only if all fees (Stud Fee, Chute Fee, board and other breeding expenses) have been paid in full to EPH and/or Stallion Owner.
12. When Stallion Owner or Owner's Agent counter signs and returns confirmation copy of this contract to Mare Owner, it will then be a binding contract on both parties, subject to terms and conditions set forth herein. There will be no exceptions to the terms of this contract that are not provided for in writing and signed by all parties to the contract. This contract is not transferable by mare owner.

Signature lines for Mare Owner, Stallion Owner, Mare's Reg. Name, Mare Reg. #, Address, City, State, Zip Code, Home Phone, Business Phone, Cell Phone, Email, Mare Owner or Agent's Signature, Date, Stallion Owner or Agent's Signature, Date.