

Joseph Creek Paint Horses

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STALLION SERVICE CONTRACT

This certifies that _____, herein referred to as Mare Owner, has engaged one transported cooled semen service to **IRRESISTABLE KID**, registration number #426,644 standing and owned by Joseph Creek Paint Horses, Mike and Kelly Haberman, herein referred to as Service Provider. The breeding season for this contract will begin February 1, 20__ and close June 1, 20__. A photostat copy of registration papers(both sides) must be sent to the service provider along with fees prior to any semen being shipped.

The mare to be bred named: _____ Reg. No. _____ Breed _____ Date of Birth _____
Color _____ Dam _____ Sire _____.

This contract is subject to the following conditions:

A. Subject to the following fees:

1. A non-refundable booking fee of \$250.00 is due at signing and acceptance of this contract.
2. A non-refundable balance of \$_____ is payable before semen is shipped.
3. *Each breeding fee includes one shipment of semen.*
4. An additional \$250.00 per shipment will be necessary for the following:
 - a. semen collection and packaging
 - b. shipping fees (Fed Ex etc...)
 - c. additional courier fee \$_____ if airfare is used
 - d. if money is exhausted prior to conception, additional money will be required and no shipments will be made until receipt of additional fees are paid.
5. An additional deposit of \$250.00 is required by separate check, on return of Equitainer. Refunded when container is returned in excellent condition, all components included AND mare is confirmed in foal. *If the container is not returned within 3 working days of receipt, a charge of \$25.00 per day will be charged.*

B. Reservations for transported semen:

Service Provider, upon receipt of the above mentioned stallion service fee confirms the mares reservation to breed to **IRRESISTABLE KID**, for the present breeding season.

1. The purchaser requests the following month for breeding _____.
2. Semen is collected on a designated schedule. Service Provider must be notified by 9am on the date semen is to be shipped.
3. All requests for semen shipments shall be filled as received, subject to the availability of semen. Every effort will be made to cooperate with Mare Owner and his/her veterinarian.
4. Mares bred by transported cooled semen only! On site boarding is not available.
5. If mare fails to conceive after three (3) shipments then mare must be brought to the Lewiston Veterinary Clinic, Lewiston, ID for insemination, or this contract is null and void.

C. Conditions:

The mare owner/purchaser represents that the mare will be in a healthy and sound breeding condition and free from infection and disease as determined by a licensed veterinarian at the time of artificial insemination. Owner/purchaser shall diligently attempt to settle the mare: if however, the mare does not settle, Service Provider, stallion manager and ranch veterinarian will be held harmless.

D. Return of Service:

Purchaser shall not be entitled to a refund of fees(except container deposit). **Color Guarantee:** Service Provider offers a rebreed at half the current advertised fee, if resulting foal is born solid for the following year only and subject to fees listed above in items A, 4 and 5. **Live Foal Guarantee:** Live foal means the foal shall stand and nurse. Mare Owner agrees that the Service Provider does not make any guarantee as to the quality or conformation of the foal nor that the foal will be free of infirmity, conformation defect, disease or inherited trait. It is understood that if the mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed the *following year only*, providing proper notification is given. Proper notification will be defined as follows:

1. If the mare is examined to be in foal but becomes barren during gestation and Service Provider receives a veterinarian certificate of barrenness within seven days of examination.
2. If the mare produces a dead foal or a live nonviable foal that is unable to stand alone and nurse and subsequently dies, a veterinarian certificate must be provided to Service Provider within seven days of date of death.
3. All rights to return of service to the stallion are subject to prepayment of fees listed in items 4, 4 and 5.

E. Non-Assignment:

This contract is not transferable or assignable. There shall be no right of return to the stallion if the mare named in this contract is sold, or other wise changes ownership after being serviced by the stallion. It is agreed that if the above named stallion dies or becomes unfit for service, then this contract shall become null and void. If the above mentioned mare dies the mare owner may substitute another mare agreed upon by both the Mare Owner and Service Provider.

1. Service Provider is not responsible for lost, delayed or damaged semen and make no representations or warranties of any kind with respect to any semen furnished to Mare Owner/purchaser except that the semen shipped is from stallion named in this contract.
2. A breeders certificate will be issued to the Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
3. When Service Provider signs and returns one copy of this contract to Mare Owner, it will be a binding contract on both parties, subject to the terms and conditions of this contract.

Purchaser Signature: _____ Date: _____

Name/Address/Phone: _____

Service Provider: _____ Date: _____

Note: Please sign and return to service provider. One copy will be mailed to mare owner.