

BREEDING CONTRACT FOR SHIPPED SEMEN

I, _____
(hereinafter called the "Client") hereby request to breed the Mare named below to the Stallion, **Sun O Tenino**, AQHA #4113921, standing at McCulloch Co. Vet. Hospital ("McCulloch") in Brady, Texas, for the 2005 breeding season on the following terms:

1. Stud Fee: **Four Hundred Fifty Dollars (\$450.00)** payable to LEM ALLEN, JR or ZAC ALLEN ("Stallion Owner"): this Stud Fee includes a One Hundred Dollar (\$100.00) nonrefundable Booking Fee. The breeding season shall be February 1 through June 1 of 2005, unless Stallion Owner agrees in writing to extend such time period.
2. Chute Fee: **Three Hundred Dollars (\$300.00)**. The Stud Fee and the Chute Fee must be paid in full before the first shipment.
3. Collection Fee: **One Hundred Dollars (\$100.00)** will be charged per collection after the 2nd shipment. The Client will be responsible for all FedEx or UPS charges. Should the semen be certified non-viable by the attending veterinarian upon arrival, the Client will be entitled to a replacement shipment. The Collection Fee must be paid before the 3rd shipment.
4. The Client represents and warrants that the Mare to be bred is healthy and in sound breeding condition. If registered, a photocopy of both sides of the Mare's registration papers must be furnished and returned with this Contract.
5. Requests for semen should be made to McCulloch 24 hours prior to collection. Semen will be collected on Mondays, Wednesdays and Fridays. Shipping is by either FedEx or UPS.
6. Shipping Containers: Equitainers are available for use from McCulloch and must be returned to McCulloch within three (3) days of the insemination. Disposable containers, which do not have to be returned, are also available for purchase for Fifty Dollars (\$50.00) each. A Shipping Deposit of Three Hundred Dollars (\$300.00) must be paid before the first shipment to cover the cost of the container (if any) and any shipping charges. The Deposit (less above charges) will be refunded to the Client within one (1) week subsequent to the return of any Equitainers and notification to McCulloch that no additional shipments are necessary.
7. Live Foal Guarantee. If the Mare does not produce a "Live Foal" (a foal that stands and nurses), the Client is entitled to breed the same mare again during the same or next breeding season with no additional Stud Fee. This right for a rebreed is nontransferable and nonassignable, unless approved by McCulloch and the Stallion Owner. Requests for such rebreeds must be made to McCulloch and accompanied by a statement from a licensed veterinarian verifying such facts. The Client will be responsible for any additional Chute Fees, Collection/shipping fees and deposits. It is recommended that the

Client give three (3) vaccinations of Pneumabort-K to the pregnant Mare during the 5th, 7th, and 9th months of gestation.

8. Registration: A Breeder's Certificate will be issued to the Client for a foal when McCulloch and Stallion Owner have been notified of a live foal and all fees and expenses have been received and paid in full.

9. The Client agrees that McCulloch and Stallion Owner have not made and do not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited train. MCCULLOCH AND STALLION OWNER MAKE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

10. **Termination.** If the Stallion dies, is sold or becomes unfit for breeding in the opinion of the Stallion Owner, this Agreement will, at the option of the Stallion Owner, immediately terminate, but Mare Owner shall continue to be responsible for payment to Stallion Owner and Veterinary Clinic for all expenses incurred by Stallion Owner or Veterinary Clinic on behalf of Mare Owner prior to the Mare and her offspring being removed from the Veterinary Clinic. The Stallion Service Fee (less the Booking Fee) will be refunded and the parties to this Agreement will be released from any further liability.

11. The Client acknowledges that this Contract is made and shall be entirely performed within the State of Texas, and shall be construed and enforced under the laws of the State of Texas.

12. This Contract shall be binding upon the parties hereto upon execution hereof and the same may not be altered or amended, except by written consent of the parties hereto.

13. The Client certifies that he/she is the sole owner of the Mare or has full authority to enter into this Contract on behalf of the owner(s).

Name of Mare (please print)

Year Foaled

AQHA # or APHA #

Projected 2005 Breeding Date

Signature: _____ Date: _____
CLIENT/MARE OWNER

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Semen is shipped to:

Print Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Daytime Phone #: _____

Evening Phone #: _____

Accepted and approved by: _____ Date: _____

STALLION OWNER

Shipped Semen Instruction Sheet

Please follow these steps to request a 2005 breeding to **SUN O TENINO** by shipped semen:

1. Complete and sign the attached Breeding Contract.
2. **At the time of booking**, write one check as follows: 1) Booking Fee in the amount of \$100.00 payable to LEM ALLEN, JR. or ZAC ALLEN (Stallion Owner).
3. Photocopy both sides of the Mare's registration papers.
4. Mail all items listed above to **Stallion Owner** at the following address.
5. **At least two weeks prior to the request for the first semen shipment**, write and send three checks as follows: 1) Stud Fee (2nd payment) in the amount of \$350.00 payable to Stallion Owner, 2) Chute Fee in the amount of \$300.00 payable to McCulloch Co. Vet. Hospital, and 3) a Shipping Deposit in the amount of \$300.00 payable to McCulloch To. Vet. Hospital. These checks should be sent directly to **Stallion Owner**.

Stallion Owner:

Lem Allen, Jr.
2000 Old Lehmann Rd.
Seguin, Texas 78155
Phone: 830-303-2280

Zac Allen
13575 Hwy. 206 S.
Coleman, Texas 78634
Phone: 325-625-9448

McCulloch Co. Vet Hospital

Joe D. Pace, DVM
McCulloch Co. Vet. Hospital
P. O. Box 510
2612 South Bridge
Brady, Texas 76825
Phone: 325-597-1579
Cell: 325-456-1873
Fax: 325-597-1619