



Stallion Semen Contract
Contract for frozen semen only

Name and Number of Mare:.....

Name and Number of Stallion:

Definition of Owner of Mare: If the person signing this contract is not the registered owner of the mare, correspondence from the registered owner is to be included with this contract nominating the person signing and that they will be responsible for all costs incurred.

1. **Breeding Privilege.** Mare Owner does hereby agree to breed the mare identified above (“Mare”) to the stallion identified above (“Stallion”) for the 2009 breeding season. **The stallion service fee is \$ _____, + GST which includes a non-refundable booking fee of \$250.00 + GST payable with this contract.**

2. **The balance must be paid prior to ordering semen.** Mare Owner agrees that upon signing this contract that it becomes a binding contract, subject to the terms and conditions herein.

3. **Breeding Season.** Oasis Ranch Inc and SDM Quarterhorses undertake to reserve one breeding in 2009 to the Stallion above to cover above Mare. Breeding Season begins September 1st and ends December 30th.

4. **Charges.** Mare Owner agrees to pay the stallion service fee and booking fee direct to S.D. Marchant. Shipment fees need to be directly negotiated with Oakey Veterinary AI Centre (07 4692 0400) prior to semen shipment. Mare Owner agrees to pay for all courier, shipping, Veterinary handling charges which may be incurred as a result of this Agreement. In addition to the breeding contract the following must be attached:

- **A PHOTOCOPY OF THE MARES AQHA REGISTRATION PAPERS (FRONT AND BACK)**
- **US registration papers if applicable**
- **Mare information**
- **Vet details**
- **Agent authorization letter**

5. **Semen Ordering.** **Request for semen shipment must be made with 24 hours notice. Cancellations must be made by 7:00 AM EST on the day of shipment, otherwise shipping fee will have to be charged. Airline Shipments may require even more cancellation notice depending on airline schedules. Semen will be shipped to the address provided with this contract. All address changes will be the responsibility of Mare Owner. All fees must be paid prior to shipping.**

All shipping address changes must be notified in writing. Breeders in Western Australia will need to make appropriate arrangements.

6. Frozen Semen Handling. Frozen Semen will remain the property of Oasis Ranch Inc and S.D. Marchant and is to be transported from Oakey Veterinary AI Clinic to an otherwise approved Equine Centre that is experienced with handling and inseminating using frozen semen. Mare Owner is responsible for breeding Mare and must comply with breed registry requirements. Mare Owner agrees that a licensed equine veterinarian or competent Mare Management facility that is qualified and experienced in the use and handling of shipped semen will inseminate the Mare. Mare Owner agrees to use all semen for the Mare named in this Agreement and no other. Veterinarian agrees to notify Oakey AI Clinic immediately if semen arrives in poor condition or shipping container has been tampered with.

7. Conditions. Mare Owner whose signature appears below warrants that it is the owner of record, lessee, or authorized agent of the above named Mare. Mare Owner represents to Stallion Manager that Mare is healthy and in sound breeding condition. Mare Owner agrees to provide a copy of registration papers (front and back) with this Agreement. A Mare can be substituted and a replacement accepted, (provided authorization by the Stallion Owner is obtained) if for health reasons (Vet certificate required) the nominated Mare is unable to be bred. Transfer of contract to a substitute mare will require authorization by the Stallion Owner, lodgement of registration papers and the re-issuing of the breeding contract with relevant changes prior to commencement of breeding.

8. Live Foal Guarantee. Oasis Ranch Inc and SDM Quarterhorses guarantees a live foal **only if Mare is examined by a licensed equine veterinarian between 40 and 50 days after the last breeding date and Oasis Ranch Inc. and SDM Quarterhorses is notified of her pregnancy status at that time. A live foal is one that will stand and nurse unassisted in 24 hours. Should the Mare abort or the foal be born dead, Oasis Ranch Inc. and SDM Quarterhorses should be notified within 48 hours and a veterinarian's certificate shall be delivered to Oasis Ranch Inc. and SDM Quarterhorses within 20 days or the live foal guarantee is null and void.**

In the event no live foal results from the breeding, Mare Owner has the option of breeding the Mare the following breeding season **ONLY**, on the same terms and conditions set forth herein. Oasis Ranch Inc. and SDM Quarterhorses will require the breeding to be performed at the nearest acknowledged AI Centre. In lieu of this rebreeding privilege, Oasis Ranch Inc and SDM Quarterhorses may, in their sole discretion, elect to refund the stallion service fee less the booking fee. **A non-refundable rebreed fee of \$250.00 + GST will be assessed on all return breedings.**

If the Mare dies, or becomes unfit for breeding, the Mare Owner may return the following breeding season **ONLY** with a substitute mare approved by Oasis Ranch Inc and SDM Quarterhorses under the same terms and conditions set forth herein. Unless otherwise agreed to in writing, all guarantee privileges are automatically lost and forfeited if Mare is bred to any other stallion before being bred back to the Stallion, if the Mare Owner fails to deliver the Mare for rebreeding the following breeding season, or if the Mare is sold or otherwise disposed of prior to the birth of the foal, or if Mare Owner fails to pay all fees and expenses.

9. Breeding Obligation: A mare owner will be granted three attempts if required. A fourth attempt will depend on semen availability and consultation between the Stallion owner, Mare owner and Vet.

An embryo transfer will be considered:

- If more than one foal results from an embryo flush an additional stallion fee will be due and payable to the stallion owner at the time.
- Two viable embryo transfers will be allowed (if required). Failure of the second embryo transfer will require the mare owner to purchase a service fee at half the cost of the original service fee.

10. No Warranty. Stallion Manager makes no warranty or guarantee that semen will be available for delivery within a certain time period. Mare Owner understands that shipped semen is available on a first-come, first-served basis with mares at SDM Quarterhorses taking priority. While every effort will be made to ship viable semen, Stallion Manager makes no guarantee that the semen will safely reach the insemination point without losing integrity, quality or characteristics, or that shipping company or airline will deliver in a timely manner.

11. Waiver of Liability. Mare Owner agrees to diligently try to settle Mare. If, however, Mare does not settle, Mare Owner agrees to hold harmless and release Stallion Owner, Oasis Ranch Inc, S.D. Marchant and their Veterinary Agent and/or others acting on their behalf from any loss or damage.

12. Certificates and Substitutions. Breeder’s Certificates will be issued when Oasis Ranch Inc and SDM Quarterhorses has been notified Mare has foaled and all bills incurred by Mare Owner have been paid. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.

13. Miscellaneous. This contract is non-assignable and non-transferable. Notwithstanding any other part of this contract, Mare Owner further acknowledges that should the Stallion die or become unfit for service after the Mare is pronounced safely in foal, Stallion Owner/Stallion Manager shall not be in breach of this contract and is released from all further responsibility. Mare Owner further agrees that should stallion die or become permanently unfit for service, any monies paid toward Stallion Fee, less non-refundable booking fee and any non-refundable rebreed fees, shall be refunded to Mare Owner for any Mare that is not settled and qualifies for rebreeding privileges, thereby releasing Stallion Owner from all further responsibility.

14. Veterinary Practitioner

I agree that I will only use the **Frozen Semen** provided from the Stallion

No:.....

For the MareNo:.....

All unused Semen remains the property of Oasis Ranch Inc and S.D. Marchant Quarter Horses. When the Mare is pregnant balance of all Semen must be returned in the same condition as it was sent to Oakey AI Centre.

I registered Veterinary Surgeon agree to take full responsibility to breed

Only to the Mare mentioned above in this contract.

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Signature

Banking Details:

TO BE ADVISED

Stallion Owner/Stallion Manager (agent) SDM Quarter Horses Date _____.

Signature of Stallion Owner/Stallion Manager: _____

Mare Owner/Lessee Signature _____ Date _____.

Mare Owner _____ Phone _____.

Address _____.

City, State, Post Code _____.

Work Phone _____ Fax _____.

Email, Cell Phone, or additional numbers _____.

Name and Address Where Semen Will Be Shipped:

Nominated Veterinary Clinic: _____

Name _____ Phone _____.

Address _____.

City, State, Post Code _____.

Other Phone _____ Fax _____.

All shipping address changes must be notified in writing.

Name and Address For Saturday Deliveries if different from above:

Mare Owner _____ Phone _____.

Address _____.

City, State, Post Code _____.

Nearest Airport: