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**2024**

## Shipped Cooled Semen Contract

I, \_\_\_\_\_ (Owner), hereby agree on this date: \_\_\_\_\_,  
to breed my mare, named below, to stallion: **WJR LETS GET FIZZICAL – FHH #4726-2019**, who  
will henceforth be referred to as "Stallion".

### **Cost of Breeding**

Stud fee: \$500

1<sup>st</sup> Collection & Shipping Fee: \$500

Total: \$1000.

**\*\*A Booking fee** of \$250 (Which will be applied towards your total) is payable with this contract and is non-refundable. \*\*

Recollection & Shipping: \$500

Should the above named stallion die or become unfit for service, the mare owner will be refunded in full or offered services to a different stallion.

### **Parties to the Agreement**

The Wild J Ranch (WJR), agent for the above named stallion, will henceforth be referred to as "Breeder" or "WJR".

The owner of the Mare listed below shall henceforth be referred to as "Owner".

### **Mare Information:**

Owner certifies that he/she is the legal and registered owner and has the right to enter into this Agreement to breed to WJR's stallion. The following described mare shall henceforth be referred to as "Mare"

Name: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Breed Organization & Registration number: \_\_\_\_\_

Color & Marking: \_\_\_\_\_

**\*\*A copy of the mare's registration papers and photos (front, sides, rear) clearly showing mare's conformation is required with this contract.** \*\*

**\*\* ALL FEES MUST BE PAID PRIOR TO SHIPPING SEMEN – NO EXCEPTIONS. \*\***

**OWNER ACKNOWLEDGES AND PROVIDES AS FOLLOWS:**

1. Breeder's sole responsibility under this Agreement is to provide semen of the chosen Stallion;
2. The semen provided under this Agreement shall only be used to inseminate the Mare identified herein. Owner agrees that he/she shall not, directly or indirectly, use the semen provided herein to inseminate any other mare. This is a material consideration of the Breeder entering into this Agreement and is required to maintain the quality of foals bred by the Stallion;
3. The "breeding season" is defined as commencing April 1st and concluding on August 15th of each calendar year;
4. The breeding fee covers only one (1) live foal
5. Owner shall not use, obtain or retain any unused Stallion semen for any purpose whatsoever. Owner shall not cause any transfers of embryos from Mare without WJR's prior written consent.

**OWNER FURTHER REPRESENTS THAT AT THE TIME THE SEMEN SHALL BE SHIPPED, THE MARE WILL:**

1. Mare shall be of healthy and sound breeding condition. A veterinarian health certificate and uterine culture and biopsy are recommended on all but maiden mares.
2. Mare owner should have their mare checked for pregnancy no later than 30 days after ovulation, or before mare is rebred and promptly deliver the results there of to the Breeder.

**BOOKING FEE**

In order for the Owner to reserve a breeding to the stallion, the booking fee stated above must be paid upon execution of this Agreement. Booking fee shall be applied to the stud fee, and is not refundable under any circumstances.

**COLLECTION AND SHIPPING**

Breeder shall ship cooled semen ONLY to Owner's designated veterinarian. Owner, in conjunction with their veterinarian, is solely responsible for communicating the needed timing of shipment to the breeder. **The WJR must receive notice of desired collection and shipment by 10AM the day BEFORE the collection is to be made. This means if you desire a Monday collection, you must notify the WJR of this desire by 10AM Sunday morning or sooner.** Mare owner is to advise stallion manager upon start of the mare's cycle and contact The WJR again the day of the desired collection and shipment.

**Collection/Shipping Days**

Collection/Shipping days for Cooled Semen shall be Monday, Wednesday and Friday only, for delivery on Tuesday, Thursday, and Saturday only. Semen may be shipped on a Non shipping day by request and at an additional fee of \$100 dollars.

Semen will be shipped Fed Ex or UPS - Priority overnight delivery, which generally arrives by Noon the following day.

No warranty, express or implied, shall accompany the Cooled Semen transferred under terms of this Agreement. Mare Owner acknowledges that Breeder cannot guarantee delivery within a certain time period, nor that the Cooled Semen will safely reach the insemination destination without losing some of it's' integrity or quality.

Semen may be requested at any time; however, a contract for Cooled Semen does not guarantee that Semen will be available on the day you submit your request. All requests for Shipped Semen will be filled as received, subject to availability.

Orders canceled after the stallion has been collected will be billed in full.

**Semen order cancellations** not made before 10am MST on shipping morning will be subject to a processing fee of \$100.

**Shipping container** must be returned clean and with all parts. A tracking number for return shipping on the shipping container is REQUIRED.

## **COOLED SEMEN HANDLING**

Mare must be inseminated within 48 hours after collection of the Semen by a licensed veterinarian or technician. Please note that calculation of the 48 hours begins at the time of collection, NOT the time of receipt/delivery of the Semen at the insemination destination. The WJR in its sole discretion may refuse to ship semen if The WJR believes the insemination is not proper or the Mare is not healthy.

## **LIVE FOAL GUARANTEE: DEFINITION**

Breeder guarantees a live foal with this contract as defined below. If a live foal does not result from the initial or subsequent insemination attempts (limited to the current and following breeding seasons), Breeder will refund the stud fee in full. **All collection and shipping fees are non-refundable, regardless of the result of the insemination attempts.**

### **Definitions**

1. "Birth" is defined as the time the foal has completely left the body of the Mare, and the umbilical cord has been broken.
2. "Live Foal" shall be defined as a foal that stands and nurses from the Mare, or has been fed by hand, within 24 hours from the time of birth.

## **Re-Breed**

If the initial insemination attempt does not result in a live foal, Owner will be entitled to subsequent shipments of cooled semen for the purpose of inseminating the Mare (or a substitute mare approved by the Breeder) to the Stallion in the current and following year's breeding seasons only, if all the below conditions are met. (1) 60 days after insemination the mare is barren; (2) Mare aborts; or (3) the delivery is not a live foal. Under any of these conditions, Owner shall, within 7 days of any of the above events, at their expense, have their veterinarian certify the identity of the Mare, verification of stillbirth, loss of pregnancy, or a non-living foal, with reasonable certainty and backup records so that Breeder may authenticate the veterinarian's conclusion. If Breeder is satisfied, in its sole discretion, with the veterinarian's conclusion, Owner will be entitled to a subsequent shipment of cooled semen. All conditions of this contract will apply to the subsequent shipments of cooled semen. The cost of Collection and shipment fees (as listed above) shall be borne by Owner, and are due prior to shipment being sent.

## **Breeders Certificate**

To obtain a "breeders certificate" mare owner must notify Breeder of the Foals birth and all conditions of this contract must have been met as well as all fees paid in full.

## **WAIVER OF CLAIMS AND INDEMNITY**

The WJR will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. The WJR makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. The WJR makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare Owner.

## **The following terms apply to all fees paid herein:**

1. All payments will be made by cashier's check, in U.S. Dollars, or by PayPal
2. All fees must be paid and the signed Agreement, along with a copy of the Mare's registration papers, delivered to WJR before any semen shall be provided;
3. All collection and shipping costs for the semen shall be paid by Owner;
4. The Stud Fees set within are subject to change at the discretion of WJR.

**Veterinarian/Shipping Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Mare Owner Information:**

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

(Owner reserves the right to change veterinarians and shall provide WJR immediate written notice thereof.)

**OWNER'S AUTHORIZATION FOR RELEASE OF MARE'S VETERINARIAN RECORDS TO BREEDER**

Owner's signature herein is an express authorization for owner's veterinarian to release any records pertaining to Mare that in any way concern this Breeding Agreement to WJR.

Mare Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_

Stallion Owner Signature \_\_\_\_\_ Date: \_\_\_\_\_