

New Era Quarter Horses  
6583 Co. Rd. 11A  
Garrett, IN 46738  
260-357-5558

Breed Now Pay Later  
Transporter Cooled Semen Contract

Please print, complete, and sign this contract. One separate contract for each mare. Return to New Era Quarter Horses with the Booking Deposit and a copy of the mare's registration papers. We will return a signed copy to you.

This agreement is made between the mare owner \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Day Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

And New Era Quarter Horses. The Mare Owner agrees that he/she is the registered owner or acting as the agent of the registered owner of the mare-

Name: \_\_\_\_\_ Registration #: \_\_\_\_\_

Color: \_\_\_\_\_ Age: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

Please Circle one: AQHA      APHA      TB      APHC

1. The Mare Owner and New Era Quarter Horses agrees to breed the above named mare to SIMPLY HOT for a breeding fee of \$ \_\_\_\_\_ during the 20 \_\_\_\_ breeding season. A non-refundable booking deposit of \$300.00 is payable upon execution of this breeding contract. This fee is applied towards the breeding fee. The remainder of the breeding fee is payable upon the birth of a live foal that is standing and nursing.

2. In addition a Collection fee of \$250.00 is charged for each shipment of semen for the attending veterinarians' and our expenses for the timing arrangements, semen collection, evaluation, processing, handling, and shipping of the semen.

3. Depending on the Mare Owner's shipping needs, the shipment will either be shipped Fed Ex Overnight or by same day air. A fee of \$75.00 will be charged in addition to the collection fee for airport delivery, if such delivery is required.

4. New Era Quarter Horses will use a Permanent Shipping Container (Equitainer). The Mare Owner shall pay a \$300.00 Equitainer deposit with a separate check. This check is only deposited if the conditions of this paragraph are not met: There is a \$50.00 late fee if the Equitainer is not returned and received by New Era Quarter Horses within six (6) days of semen shipment, and a \$250.00 replacement fee if the container is not received within ten (10) days of shipment, or is not returned in reusable condition. All costs for the return of the Equitainer to New Era Quarter Horses shall be paid by the Mare Owner and is not charged with or included in the above listed fees. The Equitainer deposit, or balance of the deposit (if any fee must be deducted as stated above), shall be returned to the Mare Owner as soon as the mare is checked in foal by a licensed veterinarian, or the end of the breeding season, whichever comes first.

5. The Mare Owner or veterinarian, acting as agent for Mare Owner, shall order the cooled semen

shipment as early as possible, but latest according to the New Era Quarter Horses semen ordering schedule. Semen collections and shipments are preformed on Monday, Wednesday, and Friday schedule. Semen arrivals depend on the shipping company. Depending on availability, each semen shipment will contain one or two bags for insemination during the same heat cycle. The semen shipment is accompanied by an "AQHA Cooled Semen Certificate" for AQHA registered mares, or an "APHA Collection Certificate" for APHA registered mares, or an "APHC Collection Certificate" for APHC registered mares.

6. Should the mare not settle from the first shipment's inseminations, additional semen shipments will be provided by New Era Quarter Horses. The breeding fee will not become due again. However, the Collection Fee will be charged for each shipment.

7. New Era Quarter Horses is responsible for delivering semen to the Mare Owner's veterinarian, that has been checked viable after being extended and before packaging. New Era Quarter Horses is not responsible for the handling process after it leaves the New Era Quarter Horses Farm. If for any reason an additional shipment is required all normal fees will apply. The Mare Owner bears all risk of loss or damage to the mare whether death, disease, injury, infection, or otherwise and by any cause whatsoever, including inappropriate, untimely, or negligent inseminations or failure of insemination. The Mare Owner therefore releases, discharges, indemnifies, and holds New Era Quarter Horses harmless from any liability for any and all damages associated therewith. The Mare Owner agrees to pay all expenses and attorney's fees incurred by New Era Quarter Horses in defending any claims for which the Mare Owner has agreed to release, discharge, indemnify, and hold New Era Quarter Horses harmless.

8. The Mare Owner agrees to have only the mare which is named in this contract inseminated with the shipped semen covered by this contract. The Mare Owner will provide New Era Quarter Horses with a photocopy of the completed and signed AQHA, APHA, or APHC "Insemination Certificate" within fifteen (15) days from the last date of insemination. The Mare Owner agrees to have the mare pregnancy checked by a licensed veterinarian as soon as possible and will notify New Era Quarter Horses when the mare is checked safely in foal.

9. A Breeder's Certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of birth of foal.

10. This breeding season shall be from February 1<sup>st</sup> until July 1<sup>st</sup>.

11. This contract is governed by the laws of the state of Indiana.

12. Additional Conditions: \_\_\_\_\_

\_\_\_\_\_

New Era Quarter Horses:

Mare Owner:

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_