

NEW ERA QUARTER HORSES

6583 COUNTY ROAD 11A
GARRETT, IN 46738
BARN/LAB 260-357-5558
FAX 260-357-0907

TRANSPORTED COOLED SEMEN BREEDING CONTRACT

This contract is made between the Mare Owner _____

Address _____

City _____ State _____ Zip _____

And New Era Quarter Horses, herein referred to as Breeder. 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 # _____

1. The Mare Owner and Breeder agree to breed the above named mare to SIMPLY A DUN DEAL during the 2011 breeding season for a breeding fee of \$ 750.00.

2. Mare Owner shall pay a non-refundable booking fee of \$500.00 to have mare bred to stallion in 2011 upon signing this contract. This fee is applied towards the breeding fee.

3. FEES -ALL FEES MUST BE PAID PRIOR TO SHIPMENT.

- A. \$250.00 Collection fee via Federal Express. The first shipment shall be free with each paid breeding.
- B. \$325.00 Collection fee via Counter to Counter.
- C. \$300.00 Container deposit paid by separate check. This check is only deposited if the conditions are not met.
- D. \$150.00 Semen pick up at Farm.

4. The Mare Owner or veterinarian, acting as agent for the Mare Owner, shall order the cooled semen shipment as early as possible, but latest according to the Breeder's semen ordering schedule. Semen Collections and shipments are performed on Monday, Wednesday and Friday schedule. Semen arrivals depend on the shipping company. Depending on availability, each shipment will contain one or two doses for insemination during the same heat cycle.

5. Should the mare not settle from the first shipment's inseminations, additional shipments will be provided. The Breeding fee will not become due again. However, the Collection fee will be charged for each shipment.

6. 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: Mare Owner is responsible for returning the container to the breeder at the Mare Owner's expense within 7 days. If the container is not back to our lab in 7 days, there will be a \$10 a day daily rental fee assessed and deducted from the container deposit. Remaining deposit will be refunded to Mare Owner at the end of the breeding season.

7. WARRANTY: No Warranties whatsoever, expressed or implied, shall accompany a breeding transferred by this agreement. No guarantee of delivery of shipped semen within a certain time period or guarantee that shipped semen will safely reach the insemination point or will be thawed without losing some of its integrity, quality or characteristics is given by this agreement.

8. LIVE FOAL GUARANTEE: Should the mare not settle during the 2011 breeding season, should the mare abort, or not have a live foal (standing or nursing), the Mare Owner will be entitled to one free re-breeding during the following year only. The Breeding fee is free, all other fees apply.

9. SUBSTITUTION: In the event that the stallion dies or otherwise becomes unfit for service, but the Mare Owner has paid an advance breeding fee, then Mare Owner will receive a refund for the Breeding Fees paid, less the non-refundable booking deposit or a breeding to another stallion at Breeder's Facility if available. If mare dies or becomes unfit for breeding, the Mare Owner may substitute with another mare, accepted by Breeder.

10. REGISTRATION PAPERS: Mare Owner shall provide Breeder a copy of Mare's registration papers at the time of the execution of this Breeding Contract.

11. BREEDER'S CERTIFICATE : A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner after all fees and expenses have been paid in full and upon notification of the birth of the foal.

12. EMBRYO TRANSFER: The recovery of multiple embryos shall cause the Mare Owner to notify Breeder within 48 hours of the transfer of embryos. When multiple pregnancies result, Mare Owner must pay breeder the Stallion Breeding fee for EACH pregnancy ; this amount is due and payable when Recipient mare (s) are pronounced safe in foal at 45 days. The live foal guarantee will then apply to each pregnancy.

13. BREEDING SEASON: The breeding season as used in this Breeding Contract shall refer to the period from February 1st to June 15th of the year of this Breeding Contract.

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

15. Additional Conditions: _____

New Era Quarter Horses:

Mare Owner:

Date: _____

Date: _____

Signature:

Signature:
