

## SHIPPED SEMEN CONTRACT

Breeding Fee: CK# \_\_\_\_\_

Contract #: \_\_\_\_\_

Shipped Semen Fee: \_\_\_\_\_ CK# \_\_\_\_\_

Container Deposit (refundable) CK# \_\_\_\_\_

This Cooled Shipped Semen Contract is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, between Windy Hill, herein referred to as WSHH, and: \_\_\_\_\_ the ("mare owner").

The mare owner agrees to breed the "mare" \_\_\_\_\_, Registration No. \_\_\_\_\_ to the Stallion Midnight Tasmania, standing at WSHH with cooled shipped semen, for the 200\_\_ Breeding Season, in accordance with the following Terms and Conditions:

The booking fee of \$200.00 USD must accompany this contract, and is non refundable.

The Shipped cooled semen contract, supplied by the Nebraska Equine Veterinary Clinic, must also accompany the stallion breeding contract.

Half the stud fee in the amount of \$500.00 USD and a \$150.00 Chute fee (covers the transportation and handling of the stallion to/from the collection facility), must be paid 2 weeks prior to any request for shipments to be made.

Upon confirmation of pregnancy at 65 days, by a licensed veterinarian, the remaining stallion service fee of \$500.00 USD is due.

1. The breeding fee shall reserve one (1) re breeding during the next breeding season only, in the event that mare is not pronounced in foal, or the foal does not stand and nurse within 24 hours of birth. All re breeds are subject to a \$200.00 US non refundable booking fee, \$150.00 US Chute fee, and all collection and shipping costs as assessed thru Nebraska Equine Veterinary Clinic.
2. Mare owner is responsible for all facets of breeding the mare, and agrees to comply with all breed registry requirements concerning the use and handling of cooled semen. Mare owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled semen will perform the insemination. Mare owner agrees to use all cooled semen provided by this agreement for the mare named in this Agreement and no other.
3. WSHH makes no warranty or guarantee of cooled semen delivery within a certain time period and makes no guarantee that the cooled shipped semen will safely reach the insemination point without losing integrity, quality or characteristics.
4. Semen will be collected and shipped on WSHH breeding days only, which are Monday thru Friday May 1st thru August 15th of the calender year with the exception of major holidays. Mare owner must give 48- hour advance notice to WSHH (402-374-1317), prior to shipment. All shipment requests must be made by **10:00 a.m. Central time, 48 hours before** the shipment is needed. Calls to arrange collection of the stallion should be made to Nebraska Equine 402-533-1151.

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Mare must be checked for pregnancy/twins at 18 days, by a licensed veterinarian. Confirmation of pregnancy at 18, 45, and 65 days, must be done by a licensed veterinarian, and WSHH must be notified in writing for return privileges for the following year to apply. At this time, the balance of the breeding fee, is due.

5. It is understood and agreed that should the above named Stallion die, or become unfit for service, or if the above named mare should die, or become unfit to breed *prior to insemination*, then this contract shall become null and void. The stallion service fee, money paid for collection and the container fee will be the only money refunded.

Should the mare/stallion die *after insemination*, money is collected for a stallion service fee. No money collected for this breeding shall be refunded to the mare owner, rather a suitable mare/stallion may be substituted for a free re breeding the following year, in accordance with the same fees/terms as set forth in this contract.

6. Should a foal which is born to the mare, pursuant to this contract, does not stand and nurse in 24 hours, the mare owner shall be entitled to a free breeding, the season the following year, for the same mare(unless mutually agreed). This free breeding shall apply only, if WSHH, and/or Stallion Owner, is notified within one (1) week of death of foal. This notification must be accompanied by a statement from a licensed Veterinarian. WSHH and the stallion owner's sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be granting of a free breeding the following season under the re breeding provisions set forth in paragraph 1 of this contract.

7. To obtain a "BREEDER'S CERTIFICATE" you must notify WSHH at 45 days from date of insemination of a viable pregnancy. Certificates will be issued when WSHH is notified of the mare foaling. Within 10 days of the mare foaling, WSHH must be notified of the foal's birth. Only one "Breeder's Certificate" will be issued per completed Stallion Service contract. For any additional births, there will be a new Stallion Service contract completed, of which the breeding fee shall be payable.

8. A photostatic copy of the front and back of the mares registration certificate showing current owner must be furnished prior to breeding.

9. This contract is NOT TRANSFERABLE OR ASSIGNABLE without prior written consent of the Stallion Owner/Agent.

10. Failure to comply with any of the terms set here in will void the re breeding privileges as set forth in paragraph 1.

11. It is expressly agreed that the contract is to be performed in Burt County, NE and venue for any action hereunder shall be in Burt County, NE.

### CONTRACTS THAT ARE NOT FILLED OUT COMPLETELY ARE INVALID

Please fill out 2 copies of this contract, and the NEVC shipped cooled semen agreement, and send, along with appropriate fees to: Windy Hill Sport Horses (booking fee payable to: Michelle Herbolshiemer) 2876 County Road F; Tekamah, NE 68061

# SHIPPED SEMEN CONTRACT

Ship Semen To: \_\_\_\_\_

Name of Veterinarian. Address \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_

Approved and Agreed To: Windy Hill Sport Horses

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

MARE OWNER:

Name (Please Print): \_\_\_\_\_

by: \_\_\_\_\_ (Signature)

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

City/State/Zip: \_\_\_\_\_ Phone: \_\_\_\_\_