

## CONTRACT FOR TRANSPORTED SEMEN DELIVERY

### 1. Parties to contract

This contract for transported semen delivery (the "Semen Delivery Contract") is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_ by and between:

Name:	Mare Owner's Veterinarian:
Address:	
Residence Phone:	Business Phone: Vet's Phone:

The above named party covenants that he/she is in fact the lawful and titled owner of the horse to be artificially inseminated or is the designated and duly authorized agent of its owner, hereinafter referred to as the "mare owner", and:

"SOLSTICE FARM" ( hereinafter referred to as the "stallion owner")  
 Lynda Gillen-Smith or Michael Smith  
 416 NW 202 St, Newberry FL 32669  
 (352)472-7302

### 2. Horses

This contract pertains to the pony, cob or horse described immediately below, hereinafter referred to as the "mare". Mare Information:

Name:	WPCSA Registration number:
Sire:	Date Foaled:
Dam:	Color/markings:
Copy of Reg. Papers included with Contract? <u>Yes</u> <u>No</u>	

Mare's breeding status (check one)

<input type="checkbox"/> No History	<input type="checkbox"/> Open
<input type="checkbox"/> Just Foaled, Date:	<input type="checkbox"/> Maiden
<input type="checkbox"/> Due to Foal, Date:	

Stallion Information (referred to herein as "the stallion"):

Name of Stallion: <b>Solstice Blaue Knight</b>	WPCSA Registration No.: <b>D-41391</b>
Sire: <b>Solstice Chivas Regal</b>	Color/Markings: <b>black, star, right hind partial pastern</b>
Dam: <b>Glenhaven Welsh Atlanta</b>	

### 3. Mare Ownership

Check one to indicate current status of mare owner:

<input type="checkbox"/> Has Full Title and Registration				
<input type="checkbox"/> Leases the mare				
<input type="checkbox"/> Has purchased the mare on installment plan with the final payment due on Date: _____ and full title and registration are currently held by:				
<table border="1" style="margin: auto;"> <tr><td>Name:</td></tr> <tr><td>Address:</td></tr> <tr><td>Phone:</td></tr> </table>		Name:	Address:	Phone:
Name:				
Address:				
Phone:				

If there is any change in title or registration status of the mare, the mare owner is required to notify SOLSTICE FARM of the change and supply SOLSTICE FARM with the new mare owner's name and address within 7 days of the sale. A change in ownership, title and/or registration will not relieve the mare owner of the duty to pay for any services rendered or responsibilities agreed to in this contract.

#### 4. Semen Shipment Delivery Address

Mare owner wishes semen to be shipped to the following party/address:

Name:
Address:
Day Phone:
Evening Phone:

#### 5. Fees, Deposits, Equitainer info and Mare Substitution

A. Stud Fee and Annual Booking Fee: The mare owner hereby confirms this reservation to the stallion for the breeding year 2008, standing at Solstice Farm. The mare owner agrees to pay stallion owner a stud fee of \$800.00 A portion of the stud fee serves as an annual booking fee of \$200.00 and is non-refundable . **All fees, charges and deposits due to the stallion owner must be paid in full by mare owner before initial collection and shipment of the semen** in the form of a US Postal Money Order, Cashier's Check or equivalent, or in cash or paid via PayPal.

B. SOLSTICE FARM will use Equitainers provided by the mare owner, if available. Equitainers provided by mare owner must be delivered to SOLSTICE FARM via overnight delivery at the time of notification of the beginning of the mare's heat cycle or the Equitainer may be sent by normal delivery as long as it arrives before such notification.

C. If the mare owner chooses to use our Equitainer, a deposit of \$250.00 per container is required. This fee must be included with this signed Contract in the form of a US Postal Money Order, paid via PayPal, Cashier's Check or equivalent, or in cash. The deposit will be fully refunded provided the the Equitainer is returned by the mare owner, at the mare owner's expense, to SOLSTICE FARM in good condition and with all parts present, no more than two full days after the date of delivery at the shipment delivery address. Each day beyond the two full days that the Equitainer has not been received by SOLSTICE FARM, the Equitainer will be rented by the mare owner at the rate of \$25 per day up to 10 days at which point the mare owner will forfeit the entire deposit fee. We recommend using Federal Express for delivery.

D. The normal fee for shipped semen is \$300 to \$350.00 for each collection/shipment subject to the availability of the collecting agency and the advance notice available, but may be more in the event of any extraordinary circumstances such as special scheduling, etc. Should your mare fail to conceive, the shipment schedule will be repeated up to 5 cycles without an additional booking fee. If the mare fails to settle after 2 shipments, the mare owner should have their veterinarian examine the mare to determine that there isn't something wrong with the mare that would prevent conception. (if mare owner wants emergency or weekend shipment the above fees may be exceeded)

E. Shipping charges from SOLSTICE FARM to the mare owner are normally included in the fee for shipped semen except for donated Stallion Service Auction breedings. The mare owner is responsible for all Equitainer shipping charges from the mare owner's location back to SOLSTICE FARM. If inadequate notice is received (at least 24 hours) to properly schedule the collection and special courier service is needed for delivery to the Federal Express shipping counter, the mare owner is responsible for such charges (normally \$65). Please try to schedule semen shipments for weekdays, as we cannot guarantee an specific weekend that we will be able to ship.

F. This Contract provides for semen delivery privileges for a single mare, in one breeding year. In the event the mare is still barren (the artificial insemination was unsuccessful) at the end of the breeding year (normally September 1) the mare owner will have semen delivery privileges the following year to the stallion upon payment of the annual booking fee but without payment of a full additional stud fee.

G. No substitute mare may be used without the explicit approval of the stallion owner. If the original mare becomes unfit for breeding prior to being artificially inseminated, the stallion owner reserves the right to approve a substitute mare. In the event the mare and/or the authorized substitute mare remains barren during and after the breeding season, the stallion owner assumes no

liability or responsibility. The mare owner agrees to hold the stallion owner blameless.

Once the mare has been artificially inseminated, there is no right of substitution. In any event, the mare owner will be liable for all charges billed to the mare owner for breeding services for the mare and/or a substitute mare.

## **6. Breeding Responsibilities of Mare Owner**

A. The stallion owner assumes responsibility only to ship live semen in viable condition at the time of shipment to the address specified by the mare owner. The semen must be administered to the mare by a licensed, designated veterinarian on the day of delivery or the day immediately after, or the mare owner shall not be considered to have fulfilled the contractual obligations and any guarantee of this Contract shall not consequently apply.

B. The mare owner's veterinarian must examine the mare for pregnancy, via ultrasound or palpation, between 18 and 24 days post ovulation. If the mare is not pregnant, the stallion owner must be notified within 4 days from the date of such examination and within sufficient time to arrange for additional shipments of semen if so desired.

C. The stallion owner must be notified at least 7 days prior to the expected breeding day of the mare and in the event of more than one mare, the total number of mares for any given day. Federal Express overnight delivery will be used whenever possible. Passenger airplane shipments will only be used in an emergency, when available, and at extra cost.

D. Failure to fully conform to the requirements of this contract will nullify all guarantees including but not limited to the Live Foal Guarantee and any further shipments of semen will only be made at the discretion of the stallion owner.

## **7. Live Foal Guarantee (LFG)**

A. If the mare delivers, but does not deliver a foal which lives for 24 hours, the mare or a substitute mare which is approved by the stallion owner, may be bred to the stallion via shipped semen, prior to September 1 of the year following the initial breeding. (The mare owner agrees to continue to be governed by the terms of this Contract). If the stallion is no longer owned by the stallion owner or otherwise unavailable for breeding, the mare may be bred via shipped semen to another stallion owned or leased by the stallion owner.

B. Because we offer a LFG, we **STRONGLY** recommend the mare be given a Rhinomune shot within 90 days prior to breeding and at intervals of 5, 7, and 9 months after conception.

C. The LFG shall be null and void unless the stallion owner receives, within one year of the last breeding date or within one week after foaling, whichever comes first, a written statement from the mare owner's licensed veterinarian stating that the mare did not deliver a foal that lived for 24 hours; and within 14 days following that, a statement of details by the mare owner's licensed veterinarian.

D. In addition, the LFG will be null and void if: a) the mare owner fails to pay the stud fee when due; b) there is a change in ownership of the mare while in foal; c) the mare or substitute mare failed to settle; d) the mare was bred to a stallion other than the one specified in the Contract; e) the mare was catalogued for sale in an auction sale and the mare was transported to the sales ground for sale; or f) on the death of the mare, due to any nonpregnancy related causes.

## **8. Stallion Unavailability**

If the stallion becomes unable to be collected in order to deliver the semen at the time agreed upon for breeding (or rebreeding in the same breeding season), for any reason, including but not limited to death, illness or accident, the mare owner has the option of breeding to another available SOLSTICE FARM stallion or obtaining a refund of the fees and deposits relevant to that specific collection, but not pertaining to any prior completed collections nor the annual booking fees.

## **9. Mare Owner**

The mare owner assumes all responsibility for the condition of the mare and bears all risk of loss or damage to the mare whether by death, disease, injury, infection, or otherwise and by any cause whatsoever, and therefore agrees to hold the stallion owner and/or SOLSTICE FARM (or any person employed by or associated with the stallion owner and/or SOLSTICE FARM) and/or their agents, harmless for any and all damages associated therewith.

## **10. Non-Assignability, Non-Transferability**

The mare owner may not assign nor transfer any rights or delegate any duties under this Contract without the written consent of the stallion owner and/or SOLSTICE FARM.

## 11. Entire Semen Delivery Contract; Construction; Jurisdiction; Attorneys Fees

This Semen Delivery Contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and not part of the Semen Delivery Contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The Semen Delivery Contract shall be construed and governed by the laws of the State of Florida. In case of dispute or if a lawsuit is filed with respect to this Semen Delivery Contract, the prevailing party shall be entitled to all reasonable attorneys fees, expenses and costs incurred.

## 12. Notices and Liability

All notices, requests and consents required or permitted by this Semen Delivery Contract shall be in writing, signed and personally delivered or mailed by registered or certified U.S. Mail to the appropriate address specified or such other address of which the sender has been given notice. Notice shall be deemed complete when mailed.

Until semen is delivered to the shipping agent, it is understood that all risks connected with this Semen Delivery are to be borne by SOLSTICE FARM. Once delivery is completed to the shipping agent, it is understood and agreed that all risks connected with this Semen Delivery are borne by the mare owner.

## 13. WPCSA Rules and Florida Law

The mare owner agrees to abide by all present and future guidelines issued by the Welsh Pony and Cob Society of America concerning breeding, and to meet all deadlines required by the WPCSA or specified within this contract.

Under Florida law, an equine activity sponsor or equine professional is not liable for an injury to, or the death of, a participant in equine activities resulting from the inherent risks of equine activities. Pursuant to Florida Statutes §773.01-773.05

Stallion Owner Mare Owner

Stallion Owner

Signature:
Signed by: <b>Lynda Gillen-Smith</b>
Title/Position: <b>Owner/Manager</b>
Date:
Signature:
Signed by: <b>Michael Smith</b>
Title/Position: <b>Owner/Manager</b>
Date:

Mare Owner

Signature:
Signed by:
Title/Position:
Date:
Signature:
Signed by:
Title/Position:
Date:

Solstice Farm – Registered Welsh Cobs

Include with return of contract:

2 signed copies of contract, payment for: Stud fee, collection fee, equitainer deposit (if needed).

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