



2022 COOLED SHIPPED SEMEN AGREEMENT

I hereby agree on the ____ day of _____, 202__ to breed the mare, _____, reg # _____ to the stallion **STAR SPANGLED WHIZ, AQHA 4207212** for the **2022** breeding season for the breeding fee of **\$1,000.00**, which consists of the non-refundable booking fee of **\$500.00**, due at the completion of this contract, and the Stud fee of **\$500.00**, due prior to ordering semen. Semen collection and processing fees are due prior to collection. If the charges are not paid in full, semen will not be sent. **A COPY OF MARES REGISTRATION PAPERS FRONT AND BACK MUST ACCOMPANY CONTRACT.** The owner recorded on the registration papers will be the owner recorded on the stallion breeding report, unless an executed copy of the breeding lease accompanies this contract.

Mares on the premises of Tom McCutcheon Reining Horses, Inc (TMRH) will have a breeding priority on any given breeding day. Therefore, we make no guarantee that cooled semen will be available for transportation on any specific day. TMRH collects stallions on an every-other-day basis beginning February 1st through July 15th.

This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If a pregnancy fails or the foal does not meet the prior stated description, return privileges are permitted if TMRH is notified within thirty (30) days and receives a statement from the diagnosing, licensed veterinarian confirming this. The Mare Owner is entitled to rebreed for the following season only. TMRH may require the rebreeding to be performed at TMRH and the Mare Owner agrees to pay mare care and other normal expenses relative to the breeding. There is a rebooking charge of **\$500.00** plus any additional shipping fees. A substitute mare may be used if the original mare is deceased or deemed unfit for breeding by a licensed attending veterinarian once TMRH is notified of the change. TMRH reserves the right to require a substitution if the mare fails to settle or is deemed unfit or breeding.

One Breeders Certificate will be issued for one (1) foal resulting from the breeding. Should multiple embryos or foals be produced, via insemination or ICSI, it is at the discretion of TMRH and stallion owner for further contracts and/or fees to register foals. **Mare/ contract owner must inform TMRH of the pregnancy status of the mare in writing by August 1st. Mare owner will be required to pay late fee of \$50.00 (\$100.00 if mare and/ or stallion is double registered) for the Stallion Breeders Report to be amended if not reported by filing deadline.** The Breeders Certificate will be issued only after all expenses have been paid in full. It is the duty of the mare owner to let TMRH know of use of frozen embryos. In the event the stallion dies, is unavailable, or becomes unfit for service, this Agreement will immediately terminate. Refunds of Stud Fee will be given at the sole discretion of the Stallion Owner. Booking Fees are non-refundable.

The parties acknowledge that this agreement is made and shall be entirely performed within the State of Texas and shall be construed and enforced under the laws of the State of Texas Law (Chapter 87, civil practice, and remedies code), an equine professional is not liable for an injury or death of a participant in equine activities resulting from the inherent risk of equine activities.

There is a **\$300.00** charge per each shipment (**\$500.00 to Canada**), **\$350.00** Counter to Counter this fee covers shipping and courier fees. **Semen will only be sent via counter- to- counter air transport or FedEx Priority services.** There will be a **\$75.00** charge for all semen picked up on the farm.

Tom McCutcheon Reining Horses, Inc. makes no representation or warranties, expressed or implied, regarding quality and characteristics of the cooled semen delivered under this agreement, and shall not be responsible for delayed, lost, or mishandled deliveries. A request for a shipment of cooled transported semen must be made by 5:00pm CST the afternoon before collection day. All semen orders will be considered confirmed at the time order is placed. Cancellations must be made by 9:00am on collection days, failure to do so will result in a **\$300.00** shipping charge.

There will be a 3% Credit Card Processing Fee added for payments made via credit card.

Mare Owner: _____ Mare Owner Signature: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Email: _____ Cell: (_____) _____ - _____

Booking/Rebooking Fee Full Contract Amount Deferred Program (Please fill out Enrollment Form & attach to Contract)

Credit Card: _____ - _____ - _____ Exp: ____/____ CVV: _____

Billing Address (If Different from Above): _____

Facility Authorized to Order & Ship To: _____

Semen Shipping Address: _____

Facility Email: _____

Facility Number: (_____) _____ - _____ Preferred Airport Code: _____

TOM MCCUTCHEON REINING HORSES, INC

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