

Stallion Service Shipped Semen Contract
2010 Breeding Season (February 1 through June 15)

ULTIMATELY TUF, APHA # 00640737 & AQHA # 4779856

This agreement for the breeding season of 2010 is made and entered into on this _____ day of _____ by and between Stallion Owners, herein referred to as Breeder, and _____ herein referred to as Mare Owner.

Mare Owner agrees to breed via shipped semen the mare _____ # _____, to the stallion Ultimately Tuf, APHA #00640737 & AQHA # 4779856, for the fee of Eight Hundred Fifty Dollars (\$850.00), for a live foal, subject to the following conditions:

1. A booking fee of \$200 is payable with this contract and the unpaid balance of \$650 is due and payable with semen shipping order. The booking fee is not refundable.
2. Collection and Shipping fee of \$225 will be paid before each shipment of semen; additional \$25 for Saturday delivery or \$100 additional for counter to counter. This fee covers stallion collection, packaging & shipping charges and disposable container. At any time during the breeding season, Mare owner may choose to bring the Mare to the Stallion Owners for insemination.
3. Reservations: Receipt of the above mentioned stallion service fee confirms the mare's reservation to breed to the above named stallion for the current breeding season from Feb. 1 to June 15 of the current year.
4. The purchaser requests the following month for breeding _____. The Stallion Fee balance and all additional relevant shipping fees must be paid before semen is shipped. Out of state checks require ten (10) days to clear, for convenience, Master Card and Visa is accepted. A CREDIT CARD AUTHORIZATION FORM, is attached and made a part hereof. This form must be filled out prior to shipment if this form of payment is used.
5. All requests for semen shipments shall be filled as received, subject to availability of above named stallion's semen and the farm veterinarian's approval. If there is insufficient semen to fill orders on a given day, the farm veterinarian will determine which orders will be honored. This decision will be based on information provided by the purchaser's veterinarian.
6. Conditions: Stallion service will be provided to only healthy mares in sound breeding condition, determined by a veterinarian acceptable to the Stallion Owners. In the event the mare is barren, the Stallion Owners require the purchaser's veterinarian to submit a current negative intrauterine culture certificate (within 60 days) and certify the immunizations for equine rhinopneumonitis (equine herpes type 1) have been kept current.
7. Return of Service: Purchaser shall not be entitled to a return of fees unless conditions in #8 are present. The mare will have the right of return to the above named stallion in the following breeding season under the following circumstance:
 - If the mare does not settle during the present breeding season, she is eligible to return in the next breeding season if the purchaser submits a veterinarian's certificate to that effect.
 - If the mare is examined to be in foal but becomes barren during gestation, she may return if the Stallion Owners receive a veterinarian's certificate of barrenness

within five days of examination.

- If the mare aborts or produces a live foal that is unable to stand alone and nurse and subsequently dies, a veterinarian's certificate must be provided to the Stallion Owners within seven days from date of death.
- In each and all cases the required veterinarian certificate shall affirm that the mare had been immunized (see item 6 conditions). Where appropriate, the certificate is a condition precedent to any return.

All rights of return to the stallion are subject to prepayment of costs listed above.

8. It is further agreed that should the above named stallion die, or becomes unfit for stallion service, or if the mare dies or becomes unfit to breed, then this contract shall become null and void with the return of the stallion service less booking fee.
9. A breeder's certificate will be issued to mare owner herein upon notification of the birth of the foal and all bills on the mare have been paid.
10. If mare does not settle, Stallion Owner/Breeder shall be held totally harmless.
11. This Contract is non-assignable and non-transferable, in the event the Mare is sold or otherwise disposed of prior to the birth of the foal, the "Live Foal Guarantee" will no longer be valid unless specific written consent or assignment is given to me prior to transfer of ownership.
12. This Contract with additional agreements if applicable, represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract. This contract is entered into in the State of Kentucky and will be interpreted and enforced under the laws of that state. When the authorized representative of the Stallion Owners, signs and returns a copy of this offer, it becomes a binding contract of both parties, subject to the above terms and conditions.

Approved and Agreed to:

Mare Owner, Lessee or Authorized Agent

_____ on _____
Tim Crager or Dana Crager
Stallion Owners

Street Address

City, State and Zip Code

Home and Work Telephone Numbers

Please return to Cross Creek Farm, 92 Pecks Ridge Rd., Flemingsburg, Ky 41041
606-849-3043/606-782-7864

Enclosure 1- Shipping Information Form

Name of Mare: _____

Mares Owner's Name: _____

Shipping Address: _____

No P.O. Box, must be street address or rural route

Person Receiving shipment: _____

Phone Number:

(include area code) _____

Fax Number:

(include area code) _____

Unless otherwise specified, Fed-Ex Overnight Delivery will be used to deliver semen shipments. If you desire an alternate method of shipment at your own expense, please specify it below and furnish any additional information that would be useful in serving your delivery needs (i.e., nearest airport, etc.).

Requested alternate method _____

Additional information _____

CREDIT CARD AUTHORIZATION FORM

Date: _____

To: The Stallion Owners

This is to verify that I, _____ authorize The Stallion Owners to pay my account with the use of my Master Card/Visa credit card. The Stallion Owners have not stamped my card, but will keep this letter and signature on file to verify authorization. The Stallion Owners will only charge my statement upon my authorization.

Master Card OR Visa#: _____ Expiration date:

(CIRCLE ONE)

Name on credit card: _____

Signature: _____

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