



BENNIE SARGENT QUARTER HORSES

SHIPPED SEMEN CONTRACT

101 Victoria Way - Georgetown Kentucky 40324

Phone: 502-863-2944 Fax: 502-863-0567

www.sargentquarterhorses.com

This Breeding Contract is made as of this ____ day of _____, 2010, by and between: Bennie Sargent Quarter Horses, 101 Victoria Way, Georgetown, Kentucky, 40324 (referred to herein as "Breeder") and _____, whose address appears below (referred to herein as "Mare Owner"). Breeder is the owner of or agent for the Stallion _____, AQHA Registration Number _____ (referred to herein as "Stallion"), and Mare Owner wishes to obtain one breeding to Stallion for the mare _____, Registration Number _____ (referred to herein as "Mare") for the 2010 breeding season; In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **FEES & EXPENSES** – Mare Owner shall pay a breeding fee of \$_____ which includes a non-refundable booking fee of \$300.00 to have mare bred to Stallion in 2010 upon signing of this contract. The Breeding Fee shall be paid upon execution of this contract. All Mare Owners must have a Visa or Mastercard on file with Breeder for breeding and shipping expenses.
2. **SHIPPING EXPENSE** - The first collection of semen is included in the Breeding Fee, actual shipping costs will be billed to the credit card on file. Subsequent shipments by Federal Express overnight will be \$175.00 plus the actual cost of shipping to be charged to the Mare Owner's credit card on file. **All shipments to Canada subject to confirmation on price due to increased shipping costs.**
3. **SOUND CONDITION**- The Mare Owner represents and warrants to the Breeder that the Mare is in sound breeding condition and free from infection and disease.
4. **COOLED SEMEN HANDLING**- The Mare Owner agrees to comply with all breed registry requirements, as applicable, concerning the use and handling of cooled semen. The Mare Owner agrees to perform the insemination within 24 hours but not more that 48 hours from receipt.
5. **EQUITAINER** – A container deposit of \$250.00 will be charged. It will be refunded to mare owner at the end of breeding season provided all containers are returned and upon notification to Breeder of pregnancy status of mare. Mare Owner is responsible for returning container to the Breeder at Mare Owner's expense within seven days. If the container is not back in our office with seven days, there will be a \$10 per day rental fee assessed and deducted from the container deposit.
6. **MARE OWNER RESPONSIBILITY**- The responsibility for conception is on the Mare Owner. A qualified, experienced and licensed veterinarian competent in the use and handling of cooled semen should perform the insemination. If Mare fails to conceive from first shipment, **Mare Owner is required to have Mare cultured by veterinarian** and infused, if necessary. Results from culture and sensitivity test must be faxed to Bennie Sargent Quarter Horses. The Breeder, in its sole discretion, may refuse to ship semen beyond three shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.
7. **EMBRYO TRANSFER**- Applies only to Mare Owner that intend to attempt Embryo Transfer. The recovery of multiple embryos shall cause the Mare Owner to notify Bennie Sargent Quarter Horses within (48) hours of the transfer of embryos. When multiple pregnancies result, Mare Owner must pay Bennie Sargent Quarter Horses 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. If Recipient Mare(s) absorb or abort the pregnancy, the Mare Owner will not be refunded the Stallion Breeding Fee(s). The Breeder agrees to breed the same Mare during the same or the following year's breeding season.
8. **LIVE FOAL GUARANTEE**- The Mare Owner is guaranteed one "live foal". "Live foal" requires that the foal stand and nurse. If the Mare absorbs or aborts a pregnancy after having been pregnancy checked in foal, or if the Mare fails to conceive during the normal breeding season, the Breeder agrees to breed the above-named Mare or a substitute that both Breeder and Mare Owner agree upon, during the immediate following year's breeding season. There will be a charge of \$300 for re-breed service.

9. **BREEDING SEASON** - The Breeding Season as used in this Breeding Contract shall refer to the period from February 15th to July 1st of the year of this Breeding Contract.
10. **SUBSTITUTION**- In the event the Stallion dies or otherwise becomes unfit for service, the Mare Owner may breed the Mare to another Stallion at Bennie Sargent Quarter Horses, as is agreed by both the Mare Owner and Breeder. If another stallion is unavailable, the Breeding fee (less any outstanding fees and expenses for mare) will be refunded to the Mare Owner and the parties in this contract will be released from any further rights, obligations or liabilities hereafter. If the Mare dies or becomes unfit for breeding, the Mare Owner may substitute with another Mare, accepted by the Breeder.
11. **REGISTRATION PAPERS** - Mare Owner shall provide Breeder a copy of Mare's registration papers (front and back) at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.
12. **BREEDER'S CERTIFICATE** - A Breeder's Certificate produced by the appropriate Association will be issued to the Mare Owner as shown on the Mare Registration Papers, after all fees and expenses have been paid in full and **upon notification to Bennie Sargent Quarter Horses of the birth of the foal.**
13. **VENUE AND JURISDICTION** - All disputes related to this Breeding Contract shall be governed by the laws of the State of Kentucky. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Scott County, Kentucky.
14. **ADDITIONAL PROVISIONS** - This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties. This Breeding Contract constitutes the entire agreement of the Parties concerning the breeding of Mare to Stallion and supersedes all other agreements or understandings between the Parties, whether written or oral. Any modification or purported waiver of any provision of this Breeding Contract shall be binding only if placed in writing and signed by both Parties. The invalidity of any portion of this Breeding Contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the Breeding Contract is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to expunging the invalid provision. Should Sargent Quarter Horses resort to legal action to enforce the terms of this agreement, Sargent Quarter Horses shall be entitled to all legal fees, costs and expenses should a dispute arise between parties.

Mare Owner: _____

Breeder _____

Mare Owner Signature: _____

Bennie Sargent Quarter Horses

Address: _____

101 Victoria Way

Telephone: _____

Georgetown, Kentucky 40324
502-863-2944 ph 502-863-0567 fax

E-mail: _____

www.sargentquarterhorses.com



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Shipped Semen Transportation Information

Mares Name: _____ Reg#: _____

Address to be shipped to (FEDEX):

Name: _____

Street Address (No PO Box): _____

City, State, Zip: _____

Phone: _____

Cell Phone: _____

Saturday Delivery Available At Above Address? Yes No

(if checked No, please provide a Saturday address below)*

**Please note: it is the mare owner's responsibility to check the availability of Saturday Fedex Delivery!!*

Closest Major Airport Name & City

***** Shipments must be pre-paid with check or credit card *****

Credit Card Information: *Please note that a 3.5% bank fee will be applied to all credit card transactions.

Please charge my credit card for all fees incurred in breeding my mare:

____ Visa ____ Mastercard

Name of Card Holder: _____

Billing Statement Address: _____

Card # _____ Exp Date _____ 3 digit # on back of card _____

Signature: _____ Date: _____



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CUSTOMER PAYMENT AUTHORIZATION

Mare Owner Name: _____

Name as it appears on card: _____

Credit Card Billing Address:

Street Address: _____

City, State, Zip: _____

Phone: _____

Check One: Mastercard Visa Discover

Card Number: _____

Expiration Date: _____ 3 Digit Security Code _____

I authorize the following amounts to be charged to the credit card listed above:

Booking Fee \$ _____

Balance of Breeding Fee..... \$ _____

Shipped Semen Fee..... \$ _____

Other Charges..... \$ _____

3% Service Fee..... \$ _____

Total amount to be charge..... \$ _____

Stallion _____ Mare _____

Authorized Signature

Date