



Breeding Contract

This 5 page agreement (the "Agreement") is made and entered into on this date _____ by and between Sundancer Horses, LLC ("Stallion Owner") for the stallion HES BERRY BLAZIN and _____ ("Mare Owner").

1. Mare Owner agrees to breed the mare named _____,

Registration # _____, Breed _____, the "Mare" to HES BERRY BLAZIN during the 20__ breeding season while standing at the Rocking J Bar S Ranch with Jean Simmons (the "Breeder"). Mare Owner agrees to pay the following fees:

2. **FEES: There will be no chute or collection fees payable in this contract. Credit card fees of 4% will be added on all credit card charges. All fees listed below must be paid prior to semen shipment:**

i) \$1000.00 Standard non-refundable stud breeding fee payable to Sundancer Horses, LLC.
or
_____ Private treaty _____

Justification for Discounted Breeding Fee: (list year and class of championship or award earned or produced)

ii) \$250.00 - Shipping fee - payable to Jean Simmons (can be added to breeding fee on credit card payment to Sundancer Horses for convenience).

For shipped semen both the stud breeding fee and the shipping fee must be paid in full prior to any semen shipment. A credit card is required on file for all shipped semen.

We require 24 hours' notice for all semen requests. Collections will be made Monday through Friday during the 2019 breeding season for next day delivery.

Please note we are unable to provide Counter to Counter shipping services at this time.

- iii) \$200.00 booking fee – applies only to mares in the care of the Rockin J Bar S Ranch. The balance of \$800.00 (with any applicable credit card fee) is payable prior to the mare departing Rockin J Bar S Ranch.

Mare Owner agrees to return the semen shipping container back to the Rockin J Bar S Ranch at Mare Owner's expense via FedEx, UPS or USPS within 7 days of insemination.

- 3. Mare Owner represents that the Mare outlined in this contract is healthy and in sound breeding condition and is registered with the designated registration organization and agrees to attach a copy of the Mare's registration papers with this document.

For Mare Owner wishing to breed their mare onsite at the Rockin J Bar S Ranch please contact Jean Simmons directly at (602) 471-3302. Onsite mare care remains outside the scope of this agreement.

For external breedings the Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. The Breeder agrees to ship semen to the location designated by the Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all the semen provided by this Agreement **solely** to breed the Mare named in this Agreement. If multiple shipments of semen are requested, Stallion Owner and/or Breeder reserve the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments.

If the mare dies or is deemed unfit to breed during the breeding season, a substitute mare, approved by the Stallion Owner, may be bred without any additional breeding fees.

Mares will not be put on the Stallion Breeding Report unless all fees have been paid in full and the breeding dates and pregnancy status have been provided to the Stallion Owner. Late notification may result in additional fees at Mare Owner's expense to be put on the breeding report. It is the Mare Owner's responsibility to contact the Stallion Owner with Breeding Dates and Pregnancy Status.

- 4. **SHIPMENT:** Semen orders must be placed 24 hours prior to shipment date. Confirmation or cancellation of the order must be done by 8.00 am MST of the day of collection. A shipment may be cancelled by 8.00 am MST without incurring any fee penalties. Mare Owner agrees to pay for shipments cancelled following preparation and/or shipment. Collection days are between February 1 and June 30th on MONDAYS, TUESDAYS, WEDNESDAYS, THURSDAYS and FRIDAYS.
- 5. **MULTIPLE FOALS:** The payments provided in paragraph 2 are for one single foal for this breeding season. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional Breeding Fee for each additional embryo or resulting foal. No breeding certificate for any foal shall be issued without such additional payment.

6. **WARRANTY :** The use of cooled semen has no warranty or guarantee, expressed or implied. There is no guarantee of semen delivery within a certain time period, nor is the quality of the semen at arrival given. Breeder and Stallion Owner shall not be responsible for any costs arising from shipments lost, damaged or delayed in transit, or the condition of the cooled shipped semen upon delivery as we have no control of the shipment after it leaves our custody. We will always do our best to send two doses of semen.
7. **LIVE FOAL GUARANTEE:** There is no color guarantee offered or implied in this contract. This contract between the Mare Owner and the Stallion Owner for the above-named mare is non-transferable and provides for one return breeding in the succeeding year only, for the mare (or agreed upon substitute) that fails to produce a single live foal (newborn foal that stands and nurses without assistance and lives for twenty-four (24) hours). In the case of a miscarriage, stillborn foal, or death of mare after having been pronounced in foal, Mare Owner will provide Stallion Owner with written confirmation from a licensed veterinarian stating the cause of death within 14 days. Rebreed services will require shipping fees only. If the mare owner fails to rebreed the mare during the following breeding year, then any and all fees become forfeited and the right to rebreed is cancelled and the Stallion Owner is released from all further obligation of this contract, unless otherwise agreed upon in writing and signed by both parties.
8. If the Stallion should die, or be sold by the Stallion Owner, or become unfit for service prior to the mare being in foal, then this Agreement becomes null and void and the breeding fee shall be returned, less all expenses incurred to date.
9. The parties hereto specifically agree that if a dispute between the Mare Owner and the Stallion Owner or Breeder arises, Mare Owner's damages, expenses, costs and fees including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to an amount equal to the breeding fee specified herein. Should it become necessary for the Stallion Owner to employ an attorney to enforce any of terms of this Agreement, including collection of money owed, Mare Owner shall pay all attorney fees, paralegal fees, accountant fees and any other costs or expenses incurred by the Stallion Owner. This agreement shall be governed by the laws of the State of Arizona and shall be binding upon the heirs, personal representatives, successors, agents and permitted assigns of the parties.

Signature of Mare Owner	Date
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Printed Name

Address	City	State	Zip
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Phone	Email
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MARE INFORMATION FORM

Mare: _____

Age of Mare: _____

Breed: _____

Registration # _____

Embryo Transfer Mare? Yes ___ No ___ Mare Owner: _____

Contact Name(s) and Telephone Numbers(s)

_____ (_____) _____ - _____

_____ (_____) _____ - _____

_____ (_____) _____ - _____

Contact email address to use (please print):

Veterinarian/Farm managing mare: _____

Contact Person: _____ Phone Number: (_____) _____ - _____

___ Check here if you plan to pick up semen at Rocking J Bar S Ranch instead of having it shipped to you

Regular Shipping Address:

Saturday Delivery Shipping Address:

Shipping Fees:

FedEx/UPS for next day delivery \$250.00

ALL BOOKING FEES, BALANCES AND SHIPPING MUST BE PAID BEFORE SEMEN WILL BE SHIPPED.

EASY PAYMENT OPTIONS

NAME ON ACCOUNT: _____

_____ Pay by invoice from Quickbooks

_____ Pay by Credit Card from invoice sent via email

_____ Credit Card on File (required for shipped semen)

CREDIT CARD INFORMATION:

Credit card type: Visa Mastercard Amex Discovery

Name on credit card: _____

Credit card number: _____

Credit card expiration date: _____

Credit card billing address: _____

Credit card zip code: _____

Credit card CVV #: _____

Please email this contract back to: hesberryblazin@gmail.com

For office use:

Contract Executed by: _____

Date Contract Executed: _____