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*Telasecret*

### **TRANSPORTED COOLED SEMEN BREEDING CONTRACT**

This Breeding Contract is made on this \_\_\_\_ day of \_\_\_\_\_, 2019, by and between Erin Bradshaw, 9777 Arvin Hill Road, Aubrey, TX, (referred to herein as "Breeder") and \_\_\_\_\_, whose address appears below (referred to herein as "Mare Owner"). Breeder is the agent for the Stallion, **TELASECRET**, AQHA #5188059, (referred to herein as "Stallion"), and Mare Owner wishes to obtain one breeding to Stallion for the mare \_\_\_\_\_, Registration # \_\_\_\_\_, (referred to herein as "Mare") for the 2019 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:

**BREEDING FEE:** The Breeding Fee for the Stallion, **TELASECRET**, is **\$1,500.00**. Upon the signing of this contract, the entire breeding fee can be paid in full or a **\$500.00** non-refundable booking fee is due and payable to Terry Bradshaw Quarter Horses. If mare owner decides to pay the booking fee only at the signing of the contract, the balance must be paid in full before shipping. Signatures on this Breeding Contract is to guide and protect Stallion Owner, Mare Owner or Lessee and Stallion Manager, as to responsibilities between Erin Bradshaw and signed Mare Owner or Lessee.

**SHIPPING FEES:** The Shipment Fee is **\$400.00** for same day airline service or **\$300.00** for Federal Express, UPS or other next day courier services. The Stallion Collection Fee for the first shipment to the above-mentioned mare is included in the first Shipment Fee; however, if subsequent shipments are necessary, whether request is made for extra shipments in the same cycle or a new cycle, a Stallion Collection Fee will be charged prior to shipment or pick up of **\$75.00**. For Mare Owners that are within driving distance to the Ranch, the pick-up rate of **\$150.00** per pick-up is payable prior to release of the semen.

**Once the shipment of Cooled Semen leaves Kiowa Ranch, there are NO GUARANTEES to Mare Owners for lost or delayed shipments arriving at the destination of request within the scheduled time, under any circumstances. We guarantee one (1) dose of quality semen with no less than 1 billion progressive cells per dose, with a second (2<sup>nd</sup>) dose shipped if available; a sample of cooled semen is always kept for diagnosis at Kiowa Ranch from your shipment.**

Collection Days are Monday, Wednesday and Friday. All shipped semen requests must be placed by telephone or text (Please do not message via Facebook) a minimum of 12 hours prior to shipment date for U.S. customers, a minimum of 48 hours for Canadian customers. The Ranch has the right to deny shipping requests for any reason, including, but, not limited to an untimely request.

**EMBRYO TRANSFERS:** Should Mare build, mature and ovulate more than one follicle and more than one embryo are recovered during one embryo transfer flushing procedure, Mare Owner will decide at that time whether to transfer more than one embryo; if more than one (1) pregnancies are secured and more than one (1) mare is checked safe in foal with heartbeat status, it is at that time that Mare Owner shall pay Breeder a breed fee of **\$1,500.00, per viable pregnancy**. Should one of the multiple embryos obtained from one flushing procedure be non-viable or die at any time after implantation into the recipient mare, mare owner is given live foal guarantee.

**BREEDING SEASON:** The Breeding Season as used in this Breeding Contract shall refer to the period from February 4th thru June 14th of the year of this Breeding Contract.

**MARE BREEDING CONDITION:** Mare Owner warrants and represents that Mare is in sound breeding condition, free from any infection or disease. In the opinion of the attending veterinarian and in the sole discretion of the attending veterinarian, any mare determined not to be in sound breeding condition shall not be bred to Stallion. Upon that determination, Mare Owner may substitute another mare for breeding to Stallion, subject to all of the terms and conditions of this Breeding Contract.

**COOLED SEMEN HANDLING:** Mare Owner agrees to comply with all AQHA, APHA or other pertaining breed requirements, as applicable, concerning the use and handling of cooled semen. Mare Owner agrees to perform the insemination within the 24 hours but not more than 48 hours from receipt.

**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 the

stallion manager. The Breeder, in its sole discretion, may refuse to ship semen beyond three (3) shipments if the Breeder believes the insemination is not proper or the Mare is not healthy.

**COLOR GUARANTEE:** The resulting foal from the breeding of the above-named mare (APHA or AQHA) must be eligible for Registration in the appropriate breed. If the resulting foal is not eligible for Registration, the above-named owner is guaranteed a slot to breed a mare of his/her choice the following breeding year only. **The Color Guarantee Re-Breed charge will be \$850.00.**

**LIVE FOAL GUARANTEE:** Mare Owner is guaranteed one live foal for Mare once she has been certified by Breeder to have settled. A "live foal" shall be defined as a foal that stands and nurses. If Mare should be open at end of season, die before foaling, absorb or miscarries her foal or if the foal is stillborn or unable to stand and nurse, Mare Owner shall be entitled to rebreed or substitute a Mare to Stallion **upon payment of an additional \$600.00 rebreed fee (plus shipping and collection)** the following breeding season, provided, however, that within one week of Mare miscarrying or producing a non-viable foal, Mare Owner provide Breeder written notification from a licensed veterinarian certifying that Mare has slipped the foal or produced a foal that did not stand and nurse.

**WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS:** MARE OWNER HEREBY SPECIFICALLY AGREES THAT BREEDER, AS WELL AS ITS AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, VETERINARIANS, GUESTS (THE "RELEASED PARTIES") SHALL NOT BE LIABLE AND SHALL BE RELEASED AND HELD HARMLESS FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, EXPENSES AND DAMAGES OF ANY NATURE RESULTING FROM OR RELATING TO ANY ESCAPE, ACCIDENT, INJURY, SICKNESS, DISABILITY AND/OR DEATH OF MARE AND/OR FOAL AS WELL AS ANY EXERCISES OF JUDGMENT BY THE RELEASED PARTIES IN CONNECTION WITH THE CUSTODY AND CARE OF THE MARE AND/OR FOAL.

MARE OWNER UNDERSTANDS AND SPECIFICALLY REPRESENTS THAT THE PROTECTION FOR MARE OWNER TO COVER ANY POTENTIAL LOSS REGARDING MARE AND/OR A FOAL IS TO OBTAIN INSURANCE FOR SUCH LOSS. MARE OWNER UNDERSTANDS IT IS MARE OWNER'S RESPONSIBILITY AND CHOICE WHETHER TO OBTAIN INSURANCE.

**LIQUIDATED DAMAGES:** As between Mare Owner and any of the Released Parties described in the Waiver of Liability, Release and Hold Harmless provision, should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including, but not limited to, a dispute alleging that Breeder has breached this Breeding Contract, the Parties hereby specifically agree that damages, expenses, costs, and fees, including attorneys' fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$1500.00.

**REGISTRATION PAPERS:** Mare Owner shall provide Breeder a copy of Mare's registration papers (front only) 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.

**SUBSTITUTION.** In the event Stallion dies or otherwise becomes unfit for service during Breeding Season, upon the mutual agreement of the Parties, Mare Owner may breed Mare to another stallion standing at Kiowa Ranch. If another stallion is not available or the Parties cannot agree upon another stallion, then the sole and exclusive remedy for Mare Owner shall be the refund of the Booking Fee (and Breed Fee if applicable) less any outstanding fees and expenses for Mare as provided in the Fee & Expenses provision. If the Mare dies or becomes unfit for breeding during the Breeding Season, Mare Owner may substitute another mare subject to the terms and conditions of this Breeding Contract.

**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 Erin Bradshaw of the birth of the foal.**

**VENUE AND JURISDICTION:** All disputes related to this Breeding Contract shall be governed by the laws of the State of Texas. Mare Owner agrees that personal jurisdiction and venue of all such disputes shall be in Denton County, Texas.

**ADDITIONAL PROVISIONS:** This Breeding Contract shall bind and inure to the benefit of the respective heirs, personal representatives, successors and assigns of the Parties.

Payments made by credit card will be assessed a 4% bank fee.

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.

**DISCLAIMER:** Breeder makes no representations or warranties, express or implied, regarding the delivery of the cooled semen delivered under this Breeding Contract, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that cooled semen will be available at the time requested by Mare Owner.

**STALLION AGENT:**

**MARE OWNER / LESSEE:**

Erin Bradshaw

\_\_\_\_\_  
Printed Name

Erin Bradshaw

\_\_\_\_\_  
Signature

CURRENT STATUS: Open \_\_\_\_\_

In Foal \_\_\_\_\_

Last Year's Breeding Date: \_\_\_\_\_

Stallion Bred to Last Year: \_\_\_\_\_

Embryo Donor Mare: Yes \_\_\_\_\_ No \_\_\_\_\_

\_\_\_\_\_  
Mare Owner

\_\_\_\_\_  
Cell Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Home Telephone

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Work Telephone

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax Number

Shipping To: Veterinarian \_\_\_\_\_ Owner \_\_\_\_\_ Breeding Facility \_\_\_\_\_

Name \_\_\_\_\_

Cell # \_\_\_\_\_ Other Contact # \_\_\_\_\_

Shipping Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Nearest Major Airport (Preference American Airlines): \_\_\_\_\_

Pay Pal, Discover, Master Card and Visa are accepted; a 4% bank service fee will be added for credit card use.

Credit Card # \_\_\_\_\_

Expiration Date \_\_\_\_\_ Card Billing Zip Code \_\_\_\_\_

Name on Card \_\_\_\_\_

