

# Shipped Semen Breeding Contract



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I hereby agree on the \_\_\_\_ day of \_\_\_\_\_ to breed the mare, \_\_\_\_\_ registration number \_\_\_\_\_, to the stallion **Trashadeous (AQHA 4485603, APHA 176429)** for the 2014 breeding season.

The **Stallion fee** is **\$2000** which **includes** a **\$500** non-refundable **Booking fee** which is payable upon execution of the contract. The remainder of the stallion fee is due prior to the semen shipment or insemination. If the breeding is not paid in full, semen will not be sent. The **Chute fee** of **\$500 (per collection)** is in addition to the **Stallion fee** and includes Collection, evaluation, semen report and US Shipping. (Rood and Riddle costs of \$200 for collection and processing are also included)

A photo static copy, both sides, of the registration papers on your mare must accompany this contract. The owner recorded on the registration papers will be the owner recorded on the stallion breeding report.

Mares on the premises of Lyons Legacy Performance Horses, LLC 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.

Lyons Legacy Performance Horses, LLC collects stallions on **MONDAY-WEDNESDAY-FRIDAY**. No Exceptions! This is to preserve stallion fertility throughout our breeding season. Lyons Legacy Performance Horses, LLC's breeding season exists February 1<sup>st</sup> through July 15<sup>th</sup>.

This contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, or a mare absorbs/aborts a predetermined pregnancy there are return privileges, only if Lyons Legacy Performance Horses, LLC is notified within thirty (30) days and receives a statement confirming this. A "Live Foal Guarantee" will apply only to those mares that are certified in foal by a licensed, attending veterinarian. Confirmation of such pregnancy in the form of documented ultrasound picture or letter from the attending veterinarian must be received by October 1<sup>st</sup> of the breeding year.

If the mare absorbs or aborts a pregnancy after having been checked in foal, or if the mare fails to conceive during normal breeding season, the Stallion Manager agrees to breed the same mare again during the immediately following year's breeding season. There is a charge of **\$300** for rebreed service expenses plus a Chute fee of **\$500**. A substitute mare accepted by Lyons Legacy Performance Horses, LLC. may be used **ONLY** if the original mare is deceased or deemed unfit for breeding by a licensed, attending veterinarian.

A Breeders Certificate will be issued for the foal conceived as a result of the breeding. The Breeders Certificate will be issued only after all expenses have been paid in full and after the foal is born and reported to Lyons Legacy Performance Horses, LLC. Neither, Lyons Legacy Performance Horses, LLC nor any of its officers or employees shall be liable for damages as a result of damage to the semen or as a result of a mare failing to settle.

Lyons Legacy Performance Horses, LLC's sole liability under this contract is in the event the stallion should die or become unfit for breeding purposes, this contract shall terminate and any money paid on the stallion fee, except the non-refundable booking fee, shall be refunded to the Mare Owner if the mare is deemed unfit or of an age that frozen semen will not work by a Veterinarian..

When signed by both parties, this document will become a legally enforceable contract, binding both parties. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Kentucky and shall be construed and enforced under the laws of the State of KY.

### Cooled Transported Semen

A request for a shipment of cooled transported semen must be made at least 24 hours prior to the shipping time. Confirmation or cancellation must be made by 8:30am (Central Time) of the shipping day. Failure to cancel by 8:30am will result in a **\$300** shipping charge. Cancellations can be made by phone or fax. Semen will only be sent via counter- to- counter air transport or pick up services

### Frozen Semen

A \$\_\_\_\_\_ frozen collection fee is applied and shall be paid directly to Lyons Legacy Performance Horses, LLC

A request for frozen semen must be made through Lyons Legacy Performance Horses, LLC and all shipping expenses incurred are the Mare Owner's responsibility and must be paid directly to Lyons Legacy Performance Horses, LLC.

### CREDIT CARD INFORMATION

CC # \_\_\_\_\_ EXP \_\_\_\_\_ CODE \_\_\_\_\_ AMOUNT AUTHORIZED \_\_\_\_\_ BALANCE DUE \_\_\_\_\_

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

Printed Name

Stallion Manager \_\_\_\_\_

Greg Shea

Signature

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

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ E- mail: \_\_\_\_\_