

PARKINSON QUARTER HORSES (PQH)
HC 37
Prescott, AZ 86301
Barn 928-442-9503 / House 442-9007 / Fax 442-9091

STALLION SERVICE CONTRACT FOR COOLED SHIPPED SEMEN

This certifies that _____ (Mare Owner/Purchaser) has confirmed a reservation for transported semen collected from the stallion, SMOKEE TUCKER 3084265 for the mare, _____, Reg. No. _____ Breed _____ Age _____ for the 2008 season at a breeding fee of \$1000. *Please include a copy of the mare's papers.*

This contract is subject to the following:

1. The mare owner/purchaser must sign and return all copies of this contract to **PQH**. A Photostat copy of both sides of the mare's papers, with current owner listed, must accompany this Stallion Service Contract for Cooled Shipped Semen. A copy of the registration papers must be at the ranch before the semen will be shipped.
2. The following fees are applicable and must be paid prior to semen being shipped:
 - a) A non-refundable booking fee of **\$250** is due at signing and acceptance of this contract.
 - b) The non-refundable balance of the breeding of **\$750** is due when mare is confirmed 30 days pregnant.
 - c) An additional deposit of **\$200-\$300** will be necessary for one or more of the following:
 - * **\$200** shipping and handling per shipment. Shipped FedX. This includes shipping, insurance and courier service charges at shipping point.. It does not include any special handling at destination point.
 - * **\$300.00** deposit on returnable shipping container.
 - * Damage to the semen container or contents will be deducted from the container deposit.
 - * The semen container must be returned to the ranch the day after the mare is inseminated and must be received within 5 days of the day the semen was transported. Return cost of shipping to be paid by mare owner.
 - * An additional deposit is required each time semen is shipped and no shipment will be made until receipt of additional deposit.
3. Requests for shipped semen must be made one day prior to the day the semen is to be shipped. All requests will be filled, subject to the availability of semen on the above-named stallion.
4. The mare owner/purchaser represents the mare will be in a healthy and sound breeding condition at the time of artificial insemination. Owner/purchaser shall diligently attempt to settle the mare; if however the mare does not settle, **PQH**, stallion owner, stallion manager and ranch veterinarian will be held harmless. Owner/purchaser shall not be entitled to a refund of fees. If the mare does not conceive after several shipments of semen, the owner shall have the option to bring the mare to **PQH** to be bred during the remainder of the breeding season, the option of waiting to have semen shipped again the following year, or the option of having the mare bred at the ranch the following years. All rights of return to the stallion are subject to prepayment of costs as listed in Section 2, Item C. A veterinarian's certificate stating unequivocally that the mare is not pregnant or has lost her foal is required before the mare will be bred the following year. In the event the mare should be sent to **PQH** for breeding, all customary charges incurred while at the breeding farm will be the sole responsibility of the mare owner/purchaser as stated in the Stallion Service Contract for **PQH**. If the mare does not produce a live foal the year immediately following the initial year the breeding fee was paid, the mare owner/purchaser shall have no further rights under this contract.
5. **PQH** guarantees a live foal (with return the following season only) from the semen contracted on the stallion named in this contract. A live foal is described as a newborn foal which stands and nurses without assistance. **PQH**, stallion managers, stallion owner and/or agents will not be liable for any infectious, transmittable or inheritable diseases or conditions to the foal resulting from this breeding.
6. If the mare is checked in foal and later aborts or fails to produce a live foal, the live foal guarantee will be void

unless the mare owner/purchases notifies **PQH** by telephone or fax within 15 days thereafter furnishes a certificate by a licensed veterinarian substantiating the abortion or death of the foal and specifying the full particulars as to cause.

7. If the mare is checked in foal but dies before foaling, the live foal guarantee will be void unless mare owner/purchaser notifies **PQH** by telephone or fax within 48 hours after the mares death, and within 15 days thereafter furnishes a certificate by a licensed veterinarian substantiating the death and specifying the full particulars as to cause.

8. It is agreed that should the above named stallion die or become unfit for service, or if the mare dies or becomes unfit to breed then this contract shall become null and void and the booking fee refunded. For those with a return breeding from last year, if the stallion dies, the mare owner may select another stallion with all monies applied to that stallion's breeding fee. If the mare dies, the mare owner may substitute another mare to be bred. There will be no money refunded.

9. This contract is not transferable or assignable. There shall be no right of return to the stallion if the mare named in this contract is sold or otherwise changes ownership after being serviced by the stallion except at the discretion of the stallion owner.

10. A breeder's certificate will be issued to mare owner/purchaser after all expenses have been paid in full and upon notification of the birth of the foal.

11. **PQH**, its employees/agents, and/or stallion owners are not responsible for lost, delayed or damaged semen and make no representations or warranties of any kind with respect to any semen furnished to mare owner/purchaser except that the semen shipped is from the stallion named in this contract.

12. When **PQH** signs and returns one copy of this contract to mare owner, it will be a binding contract on both parties, subject to the terms and conditions of this contract. (Please return both copies to **PQH**.)

I hereby agree to these terms and conditions as set forth in this contract.

MARE Owner/Purchaser

Dated: _____ Address _____
_____ City/State/Zip _____

By: _____ Phone (day/night) _____

PROVIDE THE FOLLOWING INFORMATION:

Veterinarian:

Street Address to be shipped to:

Name: _____ Name: _____

Address _____ Address _____

City/State/Zip _____ City/State/Zip _____

Phone (day/night) _____ Phone (day/night) _____