



JDS PAINT HORSES

2010 SHIPPED SEMEN CONTRACT

JDS Back N Black



Owned by:

JDS Paint Horses

3862 Las Flores Dr.

Fallbrook Ca. 92028

760-723-8816 or 760-525-1386

This Stallion Breeding Contract for Transported Cooled Semen for the 2010 breeding season is made and entered into on this _____ day of _____ 2009/2010. This certifies _____ herein referred to as MARE OWNER, has engaged one service to JDS Back N Black registration # 956611, for the mare _____, registration # _____, APHA..AQHA..PtHA..IAHA..TB..(circle one) for the stud fee of \$500.00* Live Color Foal Guarantee. JDS Paint Horse, Shirley Schmitt, John and Diana Stewart will herein be referred to as the BREEDER.

BREEDING FEES

1. The breeding fee for this stallion is \$500.00*, of which \$150.00 shall be payable at the time of the execution of this contract as a booking fee. Said Booking Fee serves as a non-refundable deposit.
2. The breeding fee balance, is set forth below, and shall be paid in full PRIOR to shipment of cooled semen.
3. Personal checks for payment of the breeding fee balance must be received by us 10 days PRIOR to shipment. cashier, certified checks, or on-line PAYPAL payments will receive immediate credit. (PayPal E-checks need 5 working days to clear) All fees are payable to JDS PAINT HORSES

*Breeding fee balance is \$350.00 if booked after February 10, 2010

*Breeding fee balance is \$250.00 if booked before February 10, 2010

ADDITIONAL FEES

Transported Cooled Semen must be paid PRIOR to requesting semen

4. Collection/Preparation/Semen Analysis/Container fee**\$200.00 +actual FedEx Priority overnight fee **Container must be returned or a additional \$50.00 fee will apply)
5. Additional shipments, if needed, MUST be paid PRIOR to requesting shipment. On-Line PayPal payments are best

REQUIRED BREEDING DOCUMENTATION

6. The following documentation shall be delivered to the Breeder at the time this Contract is executed:
 - a. A copy of the mare's registration papers.
 - b. A completed Shipping Information Form.
 - c. It is HIGHLY RECOMMENDED, but not required to have a NEGATIVE uterine culture.

COLLECTION OF SEMEN

7. Collection/Shipping days for Cooled Shipped Semen shall be Monday, Wednesday, and Friday only for delivery on Tuesday, Thursday and Saturday only. WE ONLY SHIP VIA FEDEX PRIORITY OVERNIGHT. Counter to Counter is NOT an option.

8. All request for Semen must be made by 7:00 am the DAY OF THE collection, subject to having a finalized breeding agreement in place and all required fees having been paid in full.
9. Semen may be requested at any time, however, a contract for Cooled Semen does not guarantee the Semen will be available on the day you submit your request. All requests for semen will be filled in the order their received, subject to availability. Mares being bred at the Ranch will get first priority.
10. Cancellation for shipment must be made by 7:00 am, cancellations made after that time will be subject to a \$75.00 service fee.
11. The Breeder agrees to provide the Mare Owner with LIVE VIABLE SEMEN (30% motility or better at 24 hours, WARMED to room temperature) at the time of collection, and after a complete analysis, a breeding dose will be prepared for shipping. Each shipment will be prepared with the recommended dose of 1 Billion sperm cells (500 million progressively motile). If POSSIBLE, two doses will be sent.
12. The most important part of a successful breeding season is communication. Please let us know where your mare is in her heat cycle so we can be better prepared on our end to fill your request for semen in a timely fashion.
13. The results of inseminating said mare with Cooled Shipped Semen is NOT GUARANTEED to produce a viable pregnancy.

SHIPMENT OF SEMEN

14. Breeders reserve the right to approve ALL locations where the semen will be shipped and will only ship to those locations where Cooled Semen will be handled properly.
15. Semen will be shipped Federal Express, PRIORITY OVERNIGHT delivery, which will generally arrive by 10:00 AM the following day. Certain types of Federal Express services are not available in some areas. It is the Mare Owners responsibility to contact Federal Express to learn of any delivery limitations in their area and to notify us of any special shipping instruction. Any additional charges for alternative shipping will be billed to the Mare Owner.
16. No warranty, express or implied, except for what is stated above, shall accompany the Cooled Shipped Semen transferred under the terms of this agreement. Even though the Breeder will make every attempt to get the Cooled Semen to the mare in a timely fashion and in acceptable condition. Mare Owner acknowledges that the Breeder cannot guarantee delivery within a certain time period, nor that the Cooled Semen will reach the insemination destination without losing some of its integrity, quality, or characteristics.

HANDLING COOLED SHIPPED SEMEN

17. Mare owner agrees to have a licensed veterinarian or certified vet tech inseminate mare immediately upon receiving shipment. If a second dose is sent, it must be used within 48 hours after collection. The calculated 48 hours begins with the time of collection, NOT the time of delivery of the Semen at the insemination destination.
18. Mare owner further agrees to complete and return the Cooled/Frozen Semen Transportation, Collection and Insemination Report provided by APHA via the Breeder.
19. Breeding season begins February 10, 2010 and ends June 10, 2010. No semen will be sent before or after these dates. If said mare should fail to conceive on the first breeding attempt semen may be reordered. The collecting and preparation fee of \$200.00 will be due and payable PRIOR to requesting shipment. Failure to pay promptly may jeopardize future shipments.
20. If after 4 consecutive breeding attempts, or by August 1, 2010, which ever comes first, the above named mare still fails to conceive, the Breeder requires a uterine biopsy be done to determine the condition of the mares uterus before any further requests for semen can be made. If the biopsy shows no obvious reason for the Mare NOT to conceive the Mare Owner may return the next calendar breeding year ONLY. A \$150.00 re-booking fee is required for return service. All normal collecting and preparation fees will apply.
21. If said mare should die, fail to conceive after 4 consecutive attempts, or by August 1, 2010, or proves to be unfit to deliver a live foal the Mare owner may substitute an approved mare. If the substitute mare fails to conceive after 4 consecutive attempts, or by August 1, 2010, the Mare Owner may choose to return the next calendar breeding year ONLY. A \$150.00 re-booking fee is required for return service. All normal collecting and preparation fees will apply. If the substitute Mare fails to conceive then at that time this contract will be considered completed. NO monies will be refunded if Mare owner decides to quit trying to breed the above named mare or the approved substitute.

LIVE COLOR FOAL GUARANTEE

22. Mare Owner agrees to keep said mare current on all necessary de-worming and vaccinations needed to maintain optimum health of said mare. Mare Owner further agrees to vaccinate said mare in her 5th, 7th, and 9th month of gestation with the Equine Rhinopneumonitis Vaccine. Failure to do so WILL void the Live Color Foal Guarantee.
23. IF AFTER BEING PRONOUNCED SAFE IN FOAL at 90 days by a licensed Veterinarian, the mare should miscarry, abort, or prove barren, the Mare owner, AFTER proper notification, may request semen again during the current breeding season February 10, 2010 thru August 1, 2010. or may return the next calendar breeding year ONLY. A \$150.00 re-booking fee is required for return service. All normal collecting and preparation fees will apply.
24. A LIVE COLOR FOAL is described as a newborn foal with sufficient white to qualify for REGULAR APHA registry which stands and nurses without assistance and survives the first 72 hours. IF the foal is not a colored foal, i.e. SOLID there is return breeding privileges. NO RE-BOOKING fee and NO BREEDING balance for the 2011 breeding season ONLY. If the foal does not survive the first 72 hours, and after proper notification, a RE-BREED will apply with NO RE-BOOKING or RE-BREED fees. All normal collecting and preparation fees will apply. Any and ALL RE-BREEDS are subject to our RE-BREED Contract. If you choose NOT to exercise your rebreed privilege then we will consider this contract completed.
25. PROPER NOTIFICATION shall be a written certification by a licensed veterinarian within seven days from the date the Mare is proved to be NOT IN FOAL, or loses her foal as set forth above and the Veterinarian must certify that such abortion or death did not result from any act or omission of the Mare Owner. Failure to provide notification as set forth above shall void the Live Color Foal Guarantee.

BREEDERS CERTIFICATE

26. A Breeders Certificates will be issued to the Mare owner only after Mare Owner has notified Breeder that said mare has produced a live foal and only after payment of any and all bills due on said mare has been received.

MISCELLANEOUS

27. It is further agreed that should the above named stallion die or become unfit for service the above name Mare Owner will be entitled to a refund of the ACTUAL breeding fee paid, less the booking fee. All collection, preparation and shipping fees are for services rendered and are NOT REFUNDABLE UNDER ANY CIRCUMSTANCE.
28. This contract is entered into in the state of California and will be interpreted and enforced under the laws of that state. If any clause of this contract is against state laws then that clause shall be null and void.
29. This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied unless specifically stated in this written contract. When the above named Mare owner signs and returns the contract with the booking fee to the Breeder it will then be a binding contract on both parties, subject to the above terms and conditions. This contract is not valid unless completed in full.
30. This contract is for COOLED SHIPPED SEMEN only.
- 31. This contract is non-transferable and non-assignable.**

MARE OWNERS SIGNATURE _____ Date _____
Address _____ City _____ State _____
Zip _____ Phone _____ cell _____
Fax _____ E-mail _____

BREEDERS SIGNATURE _____ Date _____