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## International Frozen Semen Contract

This contract dated \_\_\_\_\_ is between \_\_\_\_\_ ("Mare Owner") and Simons Show Horses LLC (Stallion Owner) for one service to **Original Cowboy**, AmQHA #5,324,719 – AQHA Q-86323 / The Original Cowboy, APHA #987,563 – PHAA 15286 ("Stallion") for \_\_\_\_\_ ("Mare") Reg. # \_\_\_\_\_ Breed \_\_\_\_\_ for the 2018 season at \$1,500.00 USD.

### **1. FEES AND EXPENSES:**

a. **Charges:** A booking fee of \$500.00 USD is due with signed contract. Balance of the stud fee \$1000.00 USD is due before shipment of semen. The breeding shall be by means of Frozen Semen stored in and shipped from EquiNetics,, Australia. Upon payment in full, 2 doses of frozen semen will be provided. For these purposes, a dose is defined as a single insemination dose of 4 straws of 0.5 ml containing a minimum of 800 million sperm with >35% post thaw motility. Transportation of Frozen semen from the Storage Facility is the responsibility of Mare Owner. For embryo transfer mares, should more than one embryo result from breeding, mare owner must immediately report the additional embryo and pay an additional Stud Fee upon heartbeat check. **Failure to report an additional embryo could result in denial of a Breeders Certificate.**

b. **Use of Frozen Semen Frozen** Semen shall only be used for the Mare that is listed on this contract. Any unused Frozen Semen is property of Simons Show Horses LLC. The amount and location of unused semen must be reported to Simons Show Horses or EquiNetics. Any unauthorized use or destruction of Frozen Semen will result in penalties. No breeding shall take place with Frozen Semen without signed contracts and payment in full for a Breeding Fee to Original Cowboy. Should a Mare Owner desire to keep unused Frozen Semen in Storage a report of straws on hand and location must be submitted to Stallion Owner for approval.

c. **Additional Frozen Semen** may be purchased depending on availability for \$500 USD for two doses if mare does not settle in foal.

**2. MARE REGISTRATION:** A COPY OF THE MARE REGISTRATION PAPERS, WITH CURRENT OWNER LISTED OR LEASE AGREEMENT MUST ACCOMPANY CONTRACT. THE OWNER RECORDED ON THE REGISTRATION CERTIFICATE WILL BE RECORDED ON THE STALLION BREEDING REPORT.

**3. INSEMINATION REPORT:** Mare owner must submit a Breeding Report at the end of the Breeding Season listing each insemination date, pregnancy status and straws used. Breedings must be reported before February 1st or \$50 USD penalty will apply.

**4. BREEDING SEASON:** For purposes of this agreement, unless otherwise specified, the breeding season shall begin September 1st and close the subsequent February 1st.

**5. LIVE FOAL GUARANTEE:** The mare Owner is guaranteed one "live foal". The term "live foal" means that the foal resulting from the breeding shall stand and nurse within twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the Mare the following season only, to the Stallion for no additional Stud Fee. However there will be a \$250.00 USD Rebreed Fee, provided proper written notification that the Mare has slipped or failed to conceive is given to the Breeder within one (1) week of such slippage. STALLION OWNER, SIMONS SHOW HORSES LLC OR ITS EMPLOYEES OR EQUINETICS shall not be held liable for the loss of any pregnancy whether it is slipped or a non-viable foal is produced. Proper notification shall be defined as written certification by a licensed veterinarian that the Mare has slipped or produced a non-viable foal. If written notification is not received by the STALLION OWNER the rebreed may not be honored at the STALLION OWNERS discretion. Mare Owner will be responsible for the cost and transport of additional Frozen Semen for the Rebreed Year. A Colour (APHA / PHAA Regular Registry) Guarantee is offered to mares who do not possess AQHA registration status who produce a foal that does not have adequate qualifying white to obtain Regular Registry APHA / PHAA papers. The Colour Guarantee Rebreed Fee is \$625 USD and said rebreed must be utilized in the year immediately following the original breeding year. Rebreds are only available the year immediately following the initial contract breeding season.

**6. EMBRYO TRANSFERS:** In the event that an embryo is sold, the live foal guarantee will be null and void. Simons Show Horses LLC strongly recommends the purchase of embryo insurance. There is no live foal guarantee for vitrified embryos.

**7. BREEDER'S CERTIFICATE:** A Breeder's Certificate will be issued at the end of breeding season and only after owner has notified Simons Show Horses LLC that the mare has been certified to be in foal and all bills on the mare have been paid in full.

**8. MEDIATION AND ARBITRATION:** Any dispute relating to the interpretation or performance of this agreement shall first be submitted to mandatory mediation to a mediator selected by agreement of the parties. Should the parties be unable to agree on a mediator, the dispute shall be submitted to a Denton County, TX Mediation Center. The parties shall share the cost of mediation equally. Should a party not participate in the mediation, the non-participating party shall be charged with the cost of the mediation, which said cost shall be considered a liquidated damage provision to be applied as damages in any subsequent action without consideration as to the prevailing party in such action. If the mediation does not successfully resolve the dispute between the parties, the dispute shall be resolved, at the request of either party, through binding arbitration. Arbitration shall be conducted in Denton County, TX, in accordance with the then-existing rules of the American Arbitration Association. Judgment upon any award by the arbitrators may be entered by any State or Federal Court having jurisdiction. The Mare Owner and Stallion Owner intend that this agreement to arbitrate be irrevocable. If either party is required to retain the services of an attorney to enforce any term or obligation arising out of or in connection with this agreement, or the collection of any monies due and owing under or pursuant to the terms of the agreement, then the prevailing party shall be entitled to recover from the other party, in addition to any other relief awarded or granted, its reasonable costs and expenses (including reasonable costs of collection and attorneys' fees) incurred in the enforcement of the agreement or any proceeding related thereto.

**9. SUBSTITUTION:** In the event that the Mare dies during the breeding season, the Mare Owner may substitute another mare or breed the Mare to another stallion at the Breeder's farm, as may be agreed by both the Mare Owner and the Breeder. Frozen semen may be offered to fulfill the remainder of the contract to the Mare Owner and the parties to this agreement will be released from any further rights, obligations or liabilities hereunder.

**10. BINDING AND ENTIRE AGREEMENT:** This contract, when signed by the Mare Owner and the Breeder and accompanied by payment of the Stud Fee and Expense Fee, shall be a binding contract on both parties on the above terms and conditions. This contract constitutes the entire agreement between the parties concerning the breeding of the Mare and the Stallion.

**11. COUNTERPARTS AND FACSIMILES:** This contract may be executed in any number of counterparts which, taken together, shall be considered as single contract, and may be transmitted via facsimile, with facsimile signatures binding the party so signing

**Mare owner information**

**Owner : Simons Show Horses LLC**

\_\_\_\_\_  
**Mare Owner /Agent Signature**

\_\_\_\_\_  
**Agent for Stallion Owner**

\_\_\_\_\_  
**Daytime Phone**

\_\_\_\_\_  
**Mobile Phone**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Address**

\_\_\_\_\_  
**City / State / Postcode**

\_\_\_\_\_  
**Email**

**AUSTRALIAN AGENT**

**EquiNetics**

Jeffrey & Lee Ann Hall

3988 Wide Bay Hwy

Kilkivan Qld 4600

PH 0412 136096 / 0437 044116

champions@hallmarkfarm.com

**MARE OWNER INFORMATION**

Name: \_\_\_\_\_

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

City, State, Postcode: \_\_\_\_\_

Phone Numbers: \_\_\_\_\_

Email: \_\_\_\_\_

Mare Manager (if different from owner): \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

All cheques are made payable to: Simons Show Horses LLC.

All major Credit Cards accepted.

All Fees must be paid in full before semen is shipped.

**CREDIT CARD INFORMATION:** **\*\*please note a 4% Service Fee will apply to credit card transactions**

Please charge this Credit Card for all fees incurred in breeding my mare:

Type of Card: \_\_\_\_\_

Name of Card Holder: \_\_\_\_\_

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

City: State: Postcode: \_\_\_\_\_

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

**\*\*we will not send a credit card receipt without this\*\***

Card #: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Exp. Date: \_\_\_\_\_ / \_\_\_\_\_ Security Code: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_