



**email:**

**[accsimpressivequarterhorses@yahoo.com](mailto:accsimpressivequarterhorses@yahoo.com)**

**website:**

**<http://accsimpressivequarterhorses.net>**

**TRANSPORTED COOLED SEMEN SERVICE CONTRACT**

This certifies that:

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herein referred to as Mare Owner, agrees to have a licensed veterinarian artificially inseminate the mare:

**Registered Name:** \_\_\_\_\_ **Breed:** \_\_\_\_\_ **Reg. No:** \_\_\_\_\_ **Age:** \_\_\_\_\_

utilizing transported cooled semen from the Stallion:

**COOLCLUSIVE, AQHA REG.NO: 4205468, (Genetically typed, Hypp N/N),**

standing for the **2012** season at a Breeding Fee of **\$ 1,500.00 Dollars.**

*ACCS IMPRESSIVE QUARTER HORSES* will be herein referred to as Breeder and/or Stallion Owner.

The breeding service is subject to the following stipulations:

1. Booking fee of \$500.00 Dollars to be paid upon execution of this agreement. The booking fee is not refundable.
2. The following fees are applicable and must be paid prior to shipment of semen (1<sup>st</sup> shipment incl. in breeding fee):
  - (2a) A non-refundable balance of the breeding fee of \$1,000.00 Dollars is due before semen is shipped.
  - (2b) Additional Collection and Processing Fees of \$300.00 Dollars are due for each ADDITIONAL semen Request.
  - (2c) Disposable container is included in Collection and Processing Fee.
  - (2d) If mare owner prefers semen to be shipped in an Equitainer, such may be rented as soon as one becomes available. A deposit of \$350.00 Dollars is required for such, and will be refunded only if mare owner returns the Equitainer, at mare owner's expense, within FOUR days of receipt. An additional shipping fee of \$75.00 Dollars will be applied.
  - (2e) A photostat copy of mare's registration papers (both sides) must accompany this contract.
  - (2f) All Fees are due prior to Cooled Semen Shipment and payable to: *ACCS IMPRESSIVE QUARTER HORSES.*

3. REQUEST FOR SEMEN must be received by 1:00 p.m. (PST) the day preceding shipment. Collections & Shipments will be made Mondays, Wednesdays and Fridays only (check your local Fed Ex Saturday Delivery!). The stallion will NOT be taken off his schedule. Requests for semen and inquiries into the semen collection schedule are available at (805) 835-8095 from 9:00 a.m. to 5:00 p.m. (PST). All requests for semen shipment shall be filled in the order received. If there is insufficient semen to fill all orders on a given day, the breeder's veterinarian will determine how many orders shall be filled. To better accommodate the mare owner's needs, it is advisable to inform Stallion Owner two weeks in advance of his/her mare's anticipated conception/breeding dates.

**NOTE: To Increase Breeding Success & keeping associated cost at a minimum, the Mare Owner is strongly encouraged to advise Stallion Owner at least five days in advance of above described mare's cycle status and/or anticipated ovulation dates.**

4. The breeder agrees to diligently try to settle the above named mare by the use of cooled shipped semen. The breeding season in force for this contract shall begin February 1st and close July 1st of the year covered by this contract.

5. The stallion owner agrees to ship semen through one breeding season. Should the mare fail to conceive during that breeding season, the mare owner will be required to send the mare to the breeding farm for breeding services during the next breeding season. A separate Farm Breeding Contract will be issued to mare owner. Any substitute mares are subject to approval by Stallion Owner. Special considerations will be given for mares transported in excess of one thousand miles.

6. Live Foal Guarantee. Live foal means the foal shall stand and nurse within 24 hours of birth. Mare owner agrees that the breeder, stallion owner and/or manager or any other agent of the breeder does not make any guarantees as to the quality or conformation of the foal, or that the foal will be free of an infirmity, conformation defect, disease, or inherited trait. If the mare proves barren, aborts her foal, or if the foal is stillborn, a return season will be guaranteed the following year only, providing proper notification is given.

Proper notification shall be defined as follows:

(6a) Written certification by a licensed veterinarian within seven days after the mare has slipped or produced a non-viable foal. The mare owner shall certify that such abortion or death did not result from any act or omission by the mare owner.

(6b) Mare must not have had her labor artificially induced, nor may she have been returned to an active performance career. Mare must have been given a Rhino-Pneumonitis vaccine in her 5<sup>th</sup>, 7<sup>th</sup> and 9<sup>th</sup> months of pregnancy. Non-adherence to foregoing in paragraph 6.(a) & 6.(b) shall deem a Live Foal/Live Color Foal Guarantee as null and void.

7. Color Foal Guarantee Definition. The stallion owner guarantees a life colored foal resulting from this breeding that will meet current APHA, PtHA & ApHC regulations for the regular registry as per following terms and conditions: In the event that the foal is not eligible for regular registry, or if the foal is registered as Breeding Stock and later advanced to the Regular Registry, the Mare Owner will be entitled to a rebreed the following year for a fee of \$750.00 Dollars. Collection & Processing Fee for Cooled Shipped Semen and/or additional Ranch Fees for mare care, and veterinarian services at the Breeding Farm are not included.

8. Refund of Fees. If the above named stallion should die or become unfit for service, this agreement shall be null and void. The stallion breeding fee, less non-refundable booking fee, will be refunded to the registered mare owner only.

9. Non-Assignment. This agreement cannot be transferred or assigned by the mare owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by the stallion.

10. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when all fees and expenses have been paid in full, and upon notification that the mare has produced a live foal.

11. Cooled Semen Handling. Mare owner agrees to comply with all individual registry requirements concerning the use and handling of cooled semen. Mare owner acknowledges that a qualified, experienced and licensed veterinarian competent in the use and handling of cooled semen will perform the insemination. Mare owner agrees to use the best efforts to perform the insemination within forty-eight hours but not more than seventy-two hours after collection of the stallion.

12. Warranty. No warranty expressed or implied shall accompany the cooled semen transferred by this agreement. Mare owner acknowledges that the use of cooled semen is a new emerging technology that the stallion owner cannot guarantee in any respect. No guarantees of delivery within a certain time period or that the cooled semen will safely reach the insemination point without losing some of its integrity, quality or characteristics can be given. No guarantee or warranty is granted to mare owner utilizing Cooled Shipped Semen by this agreement. However, Stallion Owner will make every effort to meet the requirements of each mare owner's individual needs.

13. Waiver of Liability. Mare owner agrees to diligently try to settle the mare with cooled shipped semen. If however, the mare owner/veterinarian does not settle the mare, the mare owner shall hold stallion owner, stallion owner's heirs, successors and assigns harmless from any loss or damage, injury, sickness, disease or death of the mare or her offspring arising from the exercise of the breeding privileges granted herein. Likewise, neither will the mare owner be held liable for any injury, sickness, disease or death of the stallion arising from the exercise of the breeding privileges granted herein. Insurance for the mare and her offspring is the sole responsibility of the mare owner.

14. Mare Owner's signature on this contract certifies that he/she has read and fully understood all of the terms and conditions specified herein and accepts this contract as a legal and binding instrument on behalf of mare owner, mare owner's heirs, successors and assigns. This agreement constitutes the entire agreement between all parties with their signatures below. No other agreements, verbal or otherwise implied, are included.

15. When the above named mare owner signs and returns one copy of this contract to the breeder, it will be a binding contract on both parties, subject to its terms and conditions. This contract will expire if not signed and returned within Seven Business Days Following Receipt. Mare owner further agrees that this contract is made and entered into in the County of San Luis Obispo, in the State of California, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.

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

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

\_\_\_\_\_  
(mare owner/mare owner agent's signature)

\_\_\_\_\_  
(stallion owner's signature)

\_\_\_\_\_  
(printed name of mare owner/mare owner agent)

Mare Owner's Contact Information:

Mare owner/agent's phone numbers:

Res: \_\_\_\_\_

Cell: \_\_\_\_\_

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

Shipping to:

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

City/State/Zip: \_\_\_\_\_

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

Cellular: \_\_\_\_\_

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