



HESA PLAYIN CAT

Stallion Service Shipped Frozen Semen Agreement and Liability Release

This shipped frozen semen contract is for the breeding season of JAN 1 through SEPT 30, 2013 is made and entered into on this day of 20, by and between BETTE HELLER hereinafter designated Breeder, and Key Stallion Station, LLC, hereinafter designated as Breeding Facility, and hereinafter designated, Mare Owner.

Mare owner agrees to artificially inseminate the mare breed Registration number

Breeder agrees to ship frozen semen collected from the stallion HESA PLAYIN CAT Breed: AQHA # 3927684 for the fee of \$650.00 dollars in U.S. Funds, for a live foal subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$250.00 in U.S. funds, payable upon execution of this contract. Upon payment of booking fee and completed contract Breeder does hereby reserve one season's booking of the said stallion for the said mare. Said booking fee will be applied toward the breeding fee. The balance of this fee, as well as, frozen semen straw fee of \$ dollars per .5ml straw and all shipping fees must be paid in full and received by Breeding Facility prior to shipping frozen semen. The \$300.00 dollars shipped frozen semen fee includes 2 day deliver with Federal Express or UPS. Additional shipments, if needed, will be \$300.00 dollars prepaid. All shipping fees apply to deliveries within the continental United States only. Deliveries outside the continental U.S. are subject to additional charges. All fees and charges are payable in U.S. funds.

Breeding Facility accept payments by (check payment type): Check Money Order Visa Master Card Discover Card

Credit Card Number: Expiration Date: /

Cardholder's Signature Authorization Code (last three numbers from back of card)

Credit card charges exceeding \$500.00 will be charged a service fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks. Personal checks must be received 10 days prior to shipment. Certified checks will receive immediate credit.

2. Breeding Facility requires orders to ship frozen semen be made (7) seven days or more before your veterinarian anticipates needing semen to inseminate said mare. Frozen Semen will only be shipped Monday, Tuesday, Wednesday with the exception of holidays. We ship using FEDEX or UPS 2 day delivery. It is the Mare Owner's responsibility to contact Federal Express or United Parcel Service to learn of any delivery limitations in your area and to notify Breeding Facility of how best the shipment can reach Mare Owner's veterinarian. The vapor shipper containing frozen semen must be delivered to your veterinarian. This veterinarian may transfer the cane containing your frozen semen into their liquid nitrogen storage Dewar. The cane will contain (2) two insemination doses of frozen semen. Each does is (4) four .5ml straws. Vapor shipper must be returned to Breeding Facility using (2) two day or less delivery.

If your veterinarian does not have a liquid nitrogen storage Dewar, it will be your responsibility to time the length your veterinarian holds the frozen semen straws in the vapor shipper. Vapor shipper may be used to (7) seven days. If vapor shipper is not returned within (7) seven days a \$40.00 dollar fee will be charged for each day it is not returned. Mare Owner agrees to return vapor shipper in good, re-useable condition, using (2) two day or less delivery with FedEx or UPS shipping. Vapor shipper must be insured with carrier for \$1,200.00 dollars U.S. funds to cover loss or damages that could occur in transport. Mare Owner agrees to pay the return freight charges if vapor shipper is lost or damaged while in your veterinarian's care as well as any cost incurred.

3. No warranty, expressed or implied shall accompany the frozen semen transferred under the terms of this Agreement. Breeding Facility will make every attempt to deliver the frozen semen timely and in good condition, however, Mare Owner acknowledges the Breeding Facility cannot guarantee delivery within a specific time period, nor that the frozen transported semen will safely reach the insemination destination. Breeding Facility cannot guarantee frozen semen will not lose some of all of its integrity, quality or characteristics due to, but not limited to, miss handling, miss labeling, improper storage or poor techniques, once it has left the Breeding Facility's care.

4. A copy of registration papers must be received by Breeding Facility before semen will be shipped

5. Mare Owner understands and agrees that the said mare will be checked by ultra-sound methods, performed by a qualified veterinarian prior to having frozen semen shipped. A qualified veterinarian should be used in the procedure of artificial insemination of said mare.

6. This contract contains a "Live Foal Guarantee." If foal dies within **24 hours** or is stillborn, return privileges for the 2014 season apply only if Breeder is notified within ten (10) days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the mare should miscarry, abort or prove barren, Mare Owner has return privileges the 2014 season. All shipped semen charges in paragraph 1 will be applicable. The normal collection and shipping fee must be paid in full prior to shipping. A substitute mare can be returned for breeding by mutual consent of Mare Owner and Breeder.
7. A "Live Foal Guarantee," applies only if said mare is checked in foal by a licensed veterinarian and written confirmation from the licensed veterinarian is sent to Breeding Facility within **30 days** post breeding.
8. A "Breeders Certificate" will be issued for the foal, conceived during this mating, when stallion fee and all other expenses have been paid in full, and when mare has either, at Breeder's option, been (a) pronounced safe in foal, or, (b) has produced a live foal by this mating.
9. If the mare dies or becomes unfit to breed, the Breeder has the option to either, (a) accept another mare according to paragraphs 6 and 7 as a replacement, or (b) refund \$\_\_\_\_\_ of the breeding fee, if it has been paid in full, thereby, canceling this contract.
10. This Contract is non-assignable and non-transferable, by the Mare Owner without prior written permission of the Breeder.
11. This Contract is entered into the State of Colorado and will be interpreted and enforced under the laws of the state. Any legal action must be brought in **Arapahoe, County, Centennial, Colorado**.
12. The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement will be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators as appointed in accordance with said rules. Said arbitration shall take place in **Arapahoe County, Centennial, Colorado**.
13. This Contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional comments. If no additional comments, check here (\_\_\_\_).

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When Mare Owner, Breeder and Breeding Facility sign this Contract, it will then be binding on all parties, subject to the above terms and conditions.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Breeding Facility Signature

**Key Stallion Station  
Kathy Key-Manager  
26826 US Highway 50 East  
Pueblo, CO 81006-9799  
(719) 544-2740 phone  
(719) 544-1988 fax**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mare Owner (or authorized agent) Signature

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

(\_\_\_\_\_) \_\_\_\_\_

Phone

(\_\_\_\_\_) \_\_\_\_\_

Fax

\_\_\_\_\_  
Email

**Please make stallion fee checks payable to Stallion Owner**

White Copy: Key Stallion Station; Yellow Copy: Stallion Owner; Pink Copy: Mare Owner