

Expected _____ Foaling Date:

Month: _____

Day: _____

WATKINS EQUINE BREEDING CENTER

453 McCarthy Drive • Weatherford, TX 76088
817-596-9009 • Fax: 817-594-9005

Shipped Semen Fee: _____ CK# _____

Container Deposit (refundable) CK# _____

COOLED SHIPPED SEMEN STALLION SERVICE CONTRACT

This Cooled Shipped Semen Contract ("agreement") is made this _____ day of _____, 20____ between Dan L. Watkins, D.V.M., P.C., herein referred to as D.L.W., D.V.M., P.C., and _____ ("mare owner").

1. The undersigned mare owner agrees to breed it's "mare" _____, Registration No. _____ to the Stallion _____, standing at Watkins Equine Breeding Center, Weatherford, Texas, with cooled shipped semen, for the _____ Breeding Season. The undersigned agrees to pay the sum of \$ _____, made payable to _____ for the

breeding fee. The undersigned further agrees to pay the sum of \$ _____ to D.L.W., D.V.M., P.C. for the shipped semen fee and a **\$300.00** refundable container deposit to D.L.W., D.V.M., P.C.. All of the above amounts must accompany this contract when it is returned to D.L.W., D.V.M., P.C.. **THE SHIPPED SEMEN FEE IS NON-REFUNDABLE.** The breeding fee shall reserve one (1) rebreeding during the next breeding season in the event that mare is not pronounced in foal. All rebreeds are subject to a shipped semen fee the following year.

2. Mare owner is responsible for all facets of breeding the mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled semen. Mare owner agrees that a licensed veterinarian who is qualified and experienced in the use and handling of cooled semen will perform the insemination. Mare owner agrees to use all cooled semen provided by this agreement for the mare named in this Agreement and no other.

3. The shipped semen fees are as follows:

Shipped semen fee, \$ _____ first shipment.

Subsequent shipments (if necessary) will be paid for by mare owner, \$150.00 per additional shipment which must be paid prior to shipping.

Semen will be shipped by Federal Express or United Parcel Service, at the mare owner's expense. If shipped by airlines counter to counter the mare owner will be responsible for the additional shipping costs.

Return shipping costs incurred are the responsibility of the mare owner. Any containers that are not returned within five (5) days will be charged a \$50.00/day late charge.

The container deposit will be returned when a) the shipping container and its components are returned complete and in good condition. If any components are lost or damaged the cost of replacement will be deducted from the container deposit. b) The mare has been checked in foal at forty-five (45) days or it has been determined that the mare will not be rebred by shipped semen during the _____ breeding season and signed mare record is returned.

4. D.L.W., D.V.M., P.C. makes no warranty or guaranty of cooled semen delivery within a certain time period and makes no guarantee that the cooled shipped semen will safely reach the insemination point without losing integrity, quality or characteristics.

5. Semen will be collected and shipped on Watkins Equine's breeding days only. On occasion, due to the number of mares being bred to a given stallion, it may not be possible to breed all mares with an adequate amount of semen. Mares stabled at Watkins Equine Breeding Center have priority over mares being bred with shipped semen. Mare owner must give 48 hour advance notice to D.L.W., D.V.M., P.C. prior to shipment. All shipment requests must be confirmed or canceled by 7:00 a.m. Central time on the day of shipment.

6. D.L.W., D.V.M., P.C. agrees to ship cooled semen up to and including _____.

7. Is this breeding an embryo transfer? YES NO (Circle one) If yes, name of embryo transfer facility _____.

8. It is understood and agreed that should the above named Stallion die or become unfit for service, or if the above named mare should die or become unfit to breed, then this contract shall become null and void, and any money paid as part of this service (Except Shipped Semen Fee and Shipping Expenses, etc.) shall be refunded to the undersigned.

9. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the undersigned shall be entitled to a free breeding season the following year for the same mare (unless mutually agreed). This free breeding season shall apply only if D.L.W., D.V.M., P.C. and/or Stallion Owner is notified within one (1) week of death of foal. This notification must be accompanied by a statement from a licensed Veterinarian. D.L.W., D.V.M., P.C.'s and the Stallion Owner(s) sole liability and obligation for any foal that is born to the mare but does not stand and nurse shall be granting of a free breeding the following season set forth in this contract. The undersigned agrees to pay the shipped semen fees and shipping expenses for the mare under the same terms as previously set forth in this contract.

10. If the mare proves not to be in foal as a result of the breeding contemplated in this contract, or the foal does not stand and nurse the Stallion Owner has the option to rebreed the mare the following year or refund the breeding fee paid pursuant to this contract, thereby relieving D.L.W., D.V.M., P.C. and the Stallion Owner of its obligation to rebreed the mare. Additionally, if the mare is to be rebred, but fails to be delivered the following year, for any reason, then no portions of the Breeding Fee shall be refunded.

11. To obtain a "BREEDERS CERTIFICATE" you must notify the Stallion Owner of the foals' birth. Only one "Breeders Certificate" will be issued per completed Stallion Service contract. For any additional births, there will be a new Stallion Service contract completed, of which the breeding fee shall be payable.

12. A photostatic copy of the front and back of the mares registration certificate showing current owner must be furnished prior to breeding.

13. This contract is NOT TRANSFERABLE OR ASSIGNABLE without prior written consent of the Stallion Owner.

14. The undersigned agrees that should it become necessary for D.L.W., D.V.M., P.C. and/or the Stallion Owner to retain the services of an attorney to enforce its rights under the terms of the contract, including but not limited to the collection of any sums due hereunder, the undersigned mare owner agrees to pay D.L.W., D.V.M., P.C. and/or the Stallion Owner all expenses and costs, including reasonable and necessary attorney's fees incurred by D.L.W., D.V.M., P.C., and/or Stallion Owner in enforcing this contract.

15. The undersigned agrees to pay all previously designated expenses on a monthly basis. All accounts are due in full at billing (first day of each month) or before mare is released from Watkins Equine Breeding Center. If necessary, a finance charge of 1.5% per month on the unpaid balance shall be added to all accounts computed from the due date.

16. The undersigned hereby grants D.L.W., D.V.M., a security interest in the mare, and any foal born to the mare as a result of the breeding contemplated in this contract, and the proceeds of any sale of the mare or its foal, to secure (1) the payment of any and all sums due pursuant to this contract, and (2) all liability of the undersigned to D.L.W., D.V.M., now existing and hereinafter incurred, matured or unmatured, direct or contingent, and any renewals or extensions or substitutions therefore.

CONTRACTS THAT ARE NOT FILLED OUT COMPLETELY ARE INVALID

Ship Semen To: _____
Name of Veterinarian _____ Address _____

City, State, ZIP Code _____

Phone Number _____

Approved and Agreed To: **WATKINS EQUINE BREEDING CENTER**

by: _____ Date: _____
Stallion Owner/D.L.W., D.V.M. (Signature)

MARE OWNER:

Name (Please Print): _____ by: _____

Address: _____ Date: _____

City/State/ZIP: _____ Phone: _____