

Expected 2019 Foaling Date:

Month: _____

Day: _____

Meadow View Mules

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507-754-5249

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COOLED SHIPPED SEMEN SERVICE CONTRACT

This Cooled Shipped Semen Contract ("agreement") is made this _____ day of _____, 2018 between Meadow View Mules, herein referred to as **Breeder**, and _____ herein referred to as **Mare Owner**.

1. The undersigned **Mare Owner** agrees to breed their mare or jenny ("mare") _____ to Jack Horseshoe Hill Colonel ND-1050 AMDA-A9330, standing at Meadow View Mules, Grand Meadow, MN, with cooled shipped semen, for the 2018 Breeding Season.
The undersigned agrees to pay the semen fee of \$ 450.00, all transportation fees and a \$250.00 refundable container deposit to **Breeder**.
All of the above amounts must accompany this contract when it is returned to **Breeder**.
THE SEMEN FEE IS NON-REFUNDABLE.
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 within **24** hours of semen arrival. **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, \$450.00 for first shipment. A second shipment will be provided free of charge if "mare" does not become pregnant. A letter from a licensed veterinarian stating the "mare" is not pregnant must be presented before the second shipment will be sent.
Subsequent shipments (if necessary) will be paid for by **Mare Owner**, \$50.00 per additional shipment which must be paid prior to shipping.
Semen will be shipped by Federal Express, 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 of **Mare Owner** receiving the container will be charged a \$25.00/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 during the 2018 breeding season and letter from a licensed veterinarian stating the "mare" is not pregnant has been presented.
4. **Breeder** 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. **Mare Owner** must notify **Breeder** at least 7 days prior to planned breeding date and 48 hour notice prior to desired shipment date. All shipment requests must be canceled by 7:00 a.m. Central time on the day of shipment. **Mare Owner** should be aware Saturday deliveries are expensive and not available to all zip codes. Sunday collections or deliveries are not available.
6. It is understood and agreed that should the above named Jack 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 shipping and shipping container damage/delay expenses) shall be refunded to the undersigned.
7. 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 **Breeder** is notified within one (1) week of death of foal. This notification must be accompanied by a statement from a licensed Veterinarian. **Breeder'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 shipping expenses and shipping container deposit for the "mare" under the same terms as previously set forth in this contract.
9. 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 **Breeder** has the option to rebreed the mare the following year or refund the semen fee paid pursuant to this contract, thereby relieving **Breeder** 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 Semen Fee shall be refunded.
10. To obtain a "BREEDERS CERTIFICATE" you must notify the **Breeder** of the foals' birth. Only one "Breeders Certificate" will be issued per completed Semen Service contract. For any additional births, there will be a new Semen Service contract completed, of which the semen fee shall be payable.
11. This contract is NOT TRANSFERABLE OR ASSIGNABLE without prior written consent of the **Breeder**.
12. The undersigned agrees that should it become necessary for **Breeder** 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 **Breeder** all expenses and costs, including reasonable and necessary attorney's fees incurred by **Breeder** in enforcing this contract.

13. The undersigned agrees to pay all previously designated expenses on a monthly basis. 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.

14. The undersigned hereby grants Meadow View Mules 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 Meadow View Mules, 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 _____ Farm/Vet Clinic Name _____
(Please Print) (Please Print)

Address: _____ City/State/ZIP: _____

Phone: _____

Mare Owner:

Name _____ Date: _____
(Please Print)

Address: _____ City/State/ZIP: _____

Phone: _____

Approved and Agreed To: **Meadow View Mules**

by: _____
(Signature)

Date: _____