

## West Elk Equine

### COOLED SHIPPED SEMEN BREEDING CONTRACT

#### Dun Got It All

#### MFTHBA #10-96481

This STUD BREEDING CONTRACT for the breeding season of 2020, is made and entered into on \_\_\_\_\_ by and between Katherine Browne, West Elk Equine herein after designated breeder, and \_\_\_\_\_ hereinafter designated mare owner. Mare owner agrees to breed the Mare Name: \_\_\_\_\_, Reg.No. \_\_\_\_\_, to the Mammoth Stud, Lake Nowhere Judah, for the fee of \$750.00 for one mare. Please contact us directly for information on multiple mare discounts. Discounts will be contingent on whether multiple semen shipments are required.

The full breeding fee is payable upon execution of this contract. Fee must be received before semen is shipped. Additional shipping fees paid as incurred if shipping exceeds \$150 for rural locations. Fees are payable by check, Paypal (friends and family), and credit card (3% credit card fee added). Checks must be cleared before semen is shipped. Breeding fee includes the first shipment.

#### Breeding Arrangements:

1. The Breeding Stud is collected as necessary. It is the mare owner's and his/her veterinarian's responsibility to confirm our breeding/shipping days.
2. To guarantee shipping, mare owner, or agent, must give at least a 48-hour notice of possible semen shipment required to West Elk Equine and confirm shipment is definitely required 24 hours prior to actual shipment. Occasionally same day shipments can be made if breeder is contacted the morning the shipment is required.
3. Every effort will be made to accommodate your mare's breeding time-frame; however, it is the mare owner's responsibility to keep in touch with West Elk Equine so that your veterinarian and ours can get your mare in foal on a timely basis. Failure to adhere to these arrangements may result in missed heats and delayed shipments, at the mare owner's expense. A veterinarian knowledgeable in successful insemination techniques must oversee off site inseminations, in order to maximize the potential of a timely pregnancy.
4. Semen that is picked up from West Elk Equine by mare owner or agent will have a packaging cost of \$50.
5. If a mare dies or is deemed unfit to breed during the breeding season, a substitute mare, approved by the stud owner, may be bred without any additional breeding fee. Mare must be owned or leased by the same mare owner as this contract.
6. The mare owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, mare owner agrees to have the mare checked for

pregnancy by licensed veterinarian within 30 days of insemination. Mare owner agrees to provide West Elk Equine with the results of the pregnancy exam no later than 30 days after insemination. Breeder agrees to diligently try to settle mare; however, if mare fails to settle, for any reason, mare owner will hold breeder blameless. Mare owner agrees to give breeder ample opportunity to settle mare, including a minimum of 3 breeding cycles.

7. This Contract contains a 'Live Foal Guarantee'. A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead there are return privileges for the 2020 season only if Breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare should miscarry, abort or prove barren after leaving the breeder's premises, mare owner has the privilege to return her for rebreeding during the current breeding season, or the following year, 2021.

8. If the mare owner fails to rebreed the mare the following year, then any and all fees become forfeited, the right to rebreed is cancelled and the stallion owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties. Furthermore, if the mare fails to settle after two consecutive seasons, then any and all fees become forfeited, the right to rebreed is cancelled and the stud owner is released from all further obligation of this contract, unless otherwise agreed in writing and signed by both parties.

9. A 'Breeder's Certificate' will be issued for the foal conceived by this mating when stud fee, veterinarian expenses and all other expenses have been paid in full and, when mare has produced a live foal that stands and nurses by this mating. Both parties agree that West Elk Equine, the breeder, their agents or employees are not liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness and/or accident was by the willful and wanton gross negligence of the breeder; and the mare owner is not liable for death, sickness and/or accident including consequential damages caused to the stallion. It is further agreed that should the stud die, be sold by the owner, or become unfit for service, prior to settling the mare, that the breeding fee less shipping will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the breeder has the option to accept another mare as a replacement. This contract is non-assignable and non-transferable.

10. The mare owner is responsible for all personal property taxes and full insurance on mare and foal (if desired).

Company \_\_\_\_\_ Policy Number \_\_\_\_\_  
Telephone # \_\_\_\_\_

This contract is entered in the State of Colorado and will be interpreted and enforced under the laws of that state. If any clause in this contract is against state laws, then that clause shall be null and void.

Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach. This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written Contract. Additional conditions should be individually initialed by each party. If none, check box. [ ].

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**Shipment Information and Additional Charges for Cooled Transported Semen**

It is the mare owner's responsibility to order a shipment at least 24 hrs in advance.

1. Semen will be sent via Fed-EX (next day arrival) at \$150-\$250 within the lower 48 states per shipment depending on our shipping rates and the address we are shipping to. First shipment is included with breeding fee.

2. If Fed-Ex delivery is not available within a 24 hr period, additional notice will be required. Mare owner should check with Fed Ex for weekend, holiday delivery or customer pickup.

3. West Elk Equine shall not be responsible for the COSTS arising from shipments lost, damaged, or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment after it leaves our custody.

4. Semen shipped in an Equitainer ensures you receive the best possible quality.

**The Equitainer MUST be returned at your earliest convenience not to exceed 7 days. If Equitainer is not received within 2 weeks after original delivery date Owner's card will be charged \$300 to replace the Equitainer. (New Equitainers cost \$375)**

Semen Shipment Contact person business (if different from Owner): \_\_\_\_\_

Contact person phone# \_\_\_\_\_

Contact person email: \_\_\_\_\_

Semen Shipping Address: \_\_\_\_\_

Shipping fees must be paid before shipment. Please include your credit card information and we will bill you at time of shipping if shipping has not been prepaid for subsequent shipments.

Credit Card Information:

Cardholder Name \_\_\_\_\_

Card Number \_\_\_\_\_ Exp.

Date \_\_\_\_\_ CVC \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

When Mare owner and breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Katherine Browne  
West Elk Equine  
800 Sierra Vista Way  
970-275-9870

Breeders (or authorized agent's) Signature \_\_\_\_\_  
Date \_\_\_\_\_

Owner Name \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

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

Owner (or authorized agent's) Signature \_\_\_\_\_

Date \_\_\_\_\_

Copies of registration papers if mare is registered and photos are appreciated.

Description of Mare (List additional Mares on the back):

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

Year Foaled \_\_\_\_\_

Color: \_\_\_\_\_

Breeding History (maiden mare, how many previous foal, unknown) \_\_\_\_\_

Breed Registration # \_\_\_\_\_

Return signed contract and  
appropriate fees to:

West Elk Equine  
800 Sierra Vista Way  
Gunnison CO 81230