

2020 SHIPPED SEMEN BREEDING CONTRACT



MARE: _____ Reg.# _____ Age: _____

Attending Veterinarian/Facility: _____ Phone: _____

Terms and Conditions

- 1. Whitmire Ranch hereby reserves for the Mare Owner one breeding to BULLSEYE BULLION during the 2020 Breeding Season. This reservation has been secured by the Mare Owner's payment of a Booking Fee, which is non-refundable and shall be applied to the Stallion Service Fee, and included with this contract. If more than one pregnancy is desired from this Stallion (through embryo transfer) a Contract and Stallion Service Fee will be required for each breeding.
2. Mare Owner. The Mare Owner represents the Mare is healthy and in sound breeding condition and registered with the designated registration organization. The Mare Owner agrees to attach a copy of the Mare's registration papers with this document and agrees to furnish any other information as Whitmire Ranch reasonably requests. The Mare must be managed by a veterinarian qualified in equine reproduction. The Mare Owner agrees to use the semen shipped hereunder solely to breed the designated Mare in accordance with this Breeding Contract together with the rules and regulations of the appropriate organization. It is further agreed that should the Stallion die or become unfit for service prior to the Mare getting in foal, this contract shall become null and void, and any money paid as part of the Stallion service fee shall be refunded to the Mare Owner.
3. Charges. The Mare Owner and/or any individual executing this Agreement shall agree to pay prior to shipment the following:
(a) Booking Fee of \$400.00 (due with the signing of this contract).
(b) Balance of Stallion Service Fee 2020 Rate \$2000
(c) Collection/Shipping Fee of \$300 per collection (includes Priority Overnight delivery)
(d) Air Freight and Courier Charges as incurred should same day shipment be required by Mare Owner and/or weekend collections.
(e) Equitainer Deposit will be waived. Mare Owner agrees to return container via Federal Express/UPS Standard Overnight or Second-Day Air Service. Penalties of \$25.00 per day will apply for any Equitainer not returned by the 5th day post-shipment. In the event that the equitainer becomes damaged during shipment or is not returned, Mare Owner agrees to pay a \$300.00 replacement fee. Documents needed for registration will be withheld until all account balances are paid in full.

Payment of all charges in full will be required prior to shipment via cash, check or money order. Credit Cards are accepted with a 3% service fee.

- 4. Shipment. The use of cooled semen has no warranty or guarantee, expressed or implied. No guarantee of delivery within a certain time period nor the quality of the semen at arrival is given. In the event of insufficient semen on a particular breeding day, Whitmire Ranch reserves the right to determine which mares will be bred, based on reproductive status. Semen orders must be placed one day prior to shipment date. Confirmation or cancellation of the semen order must be done by 8:00am CST the day of the collection. A shipment may be cancelled by 8:00am CST without incurring a collection fee penalty. Mare Owner agrees to pay for shipments cancelled following preparation and/or shipment.
5. Live Foal Guarantee. This contract, which is between the undersigned Mare Owner/Lessee and Whittier Ranch for the above named mare is non-transferable and provides for (1) return breeding, in succeeding year only, for the Mare (or agreed upon substitute) that fails to produce a live foal. This may be satisfied at the sole discretion of Whitmire Ranch by 1.) shipping semen or 2.) re-breeding on site to be performed at a qualified facility. Whitmire Ranch shall be notified in writing within 10 days, sent a veterinary certificate from the attending veterinarian, and the breeder's certificate returned in the event there is no live foal.
6. Other Provisions. When mare owner, or authorized representative, signs and returns this contract to Whitmire Ranch it will be a binding contract on both parties, subject to the above terms and conditions. This contract is not transferable or assignable. The Mare Owner/Lessee agrees that interest of 1.5% will be charged on all accounts that are 30 days past due. The Mare Owner/Lessee agrees to pay all reasonable collection and attorney fees incurred by Whitmire Ranch in attempting to collect any outstanding balance. Documents needed for registration will be withheld until all account balances are paid in full. The Mare Owner irrevocably agrees that the Mare Owner's sole recourse against Whitmire Ranch with respect to the performance or non-performance of this Breeding Contract is a return of the Stallion Service Fee less the Booking Fee. The Owner/Lessee acknowledges the lien rights of Whitmire Ranch pursuant to state law (O.S. Chapter6, Sections 191 through 201 and any amendments or additions thereto) THIS CONTRACT IS GOVERNED BY THE STATE OF OKLAHOMA.

APPROVED: _____
Mare Owner/Lessee Signature

DATE: _____

PRINTED NAME: _____

PHONE: _____

ADDRESS: _____

FAX: _____

EMAIL: _____

APPROVED: _____

DATE: _____

LAINIE WHITMIRE
107991 SOUTH 4690 RD
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