

SEMEN PURCHASE AGREEMENT

THIS AGREEMENT is made on this _____ day of _____, 2009, by and between, _____ hereinafter designated "Stallion Owner", and _____ hereinafter designated "Mare Owner",
(Address and telephone number) _____

WHEREAS:

- 1. The Stallion _____ is standing at Shada Inc. in Elk River, MN;
- 2. Stallion Owner Listed above is the recorded owner of the stallion;
- 3. Mare Owner is either the owner or the lessee of the following mare, and:

Name of Mare

Registration Number

- 4. Mare owner desires to purchase a breeding to the above listed stallion using shipped, cooled semen or artificial insemination for the purpose of producing a live foal.

NOW THEREFORE, the parties agree to the following terms and conditions:

- 1. The semen purchase price is \$ _____. This contract must be signed and returned with a booking fee of \$500.00. The balance of the semen purchase price of \$ _____ **must be paid** before semen is shipped or mare is inseminated.
- 2. The Mare Owner shall act in accordance with Shada Inc.'s Shipped Semen and/or Breeding and Boarding policy.
- 3. The availability of fresh cooled semen from the stallion shall be determined by Shada Inc.
- 4. Collection, Insemination, and shipping fees are to be paid by the Mare Owner and are in addition to the semen purchase price. Stallion owner shall be permitted to withhold any certificates, forms or consents required in connection with the registration of foals by mare owner until all fees are paid in full.
- 5. The term of this contract is one breeding season. Mare Owner agrees to give Stallion Owner ample opportunity to settle mare. If mare does not settle in the first breeding season, this contract will be extended for one subsequent season. There will be a \$550.00 rebreeding charge for the second season, with all provisions/charges of this Agreement pertaining to that second season. The re-handling fee must be paid in full before semen is shipped or mare is inseminated. If a mare fails to settle after two seasons, for any reason, Mare Owner will hold Stallion Owner blameless.
- 6. This contract contains a Live Foal Guarantee. A live foal is described as a newborn foal that stands and nurses without assistance, and survives the first 72 hours. If foal dies within the 72 hours, or is born dead, and a veterinarian's statement is received confirming death, the mare may be re-bred the following season with no additional semen purchase fee, subject to the provisions/charges of this Agreement.
- 7. The semen purchase fee under this contract is fully earned after two breeding seasons. The semen purchase fee is nonrefundable. If the mare dies or becomes unfit to breed, the Stallion Owner will accept a replacement mare for the balance of the term of this contract.
- 8. This agreement is for the production of one live foal. If the mare produces more than one live foal by natural or artificial means, the mare owner agrees to pay for the purchase of additional breedings for each foal produced upon those mares being checking in foal.
- 9. This agreement is personal to the mare owner and is not transferable without the prior written consent of the stallion owner.
In the event the Stallion owner consents to the transfer, the mare owner shall pay a transfer fee in the amount of \$500.00 to the stallion owner.
- 10. All disputes arising out of this Agreement shall be governed by binding arbitration, to be conducted in the State of Minnesota. All parties to the dispute shall mutually agree upon the arbitrator, and all costs associated with the arbitration shall be equally divided among the parties to the dispute.
- 11. 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.

When Mare Owner and Stallion Owner have signed this contract, it will be binding on both parties, subject to the above terms and conditions.

STALLION OWNER

MARE OWNER

Signature

Signature

Date

Date