



WOODBERRYS HOT TOPIC

Shipped Semen Agreement

1. PARTIES.

This shipped semen agreement is made and entered into this _____ day of _____ 20__ by and between **STALLION OWNER:**

Name: Bobbie Sawyers / Woodberry Ponies Phone: 336.399.7214 Email: woodberryponies@gmail.com
Address: PO Box 192 City/State/Zip Pinnacle, NC 27043

And **MARE OWNER:**

Name: _____ Phone: _____ Email: _____
Address: _____ City/State/Zip _____

1. MARE. This agreement shall apply to the following mare (“MARE”):

(Registered Name) _____ (Show Name) _____
(DOB) _____ (Height) _____ (Breed) _____ (Registration Assoc) _____
(Registration #) _____ (Additional Approvals) _____ (USEF #) _____
(Color/Markings) _____

Is Mare Currently in Foal? YES NO *IF “YES” Last Breeding Date: _____ Due Date: _____

Has Mare Had A Breeding Soundness Exam? YES NO *IF “YES” Exam Date: _____

Exam Findings: _____ Culture Results _____

2. STALLION. Subject to the other terms and conditions of this agreement, Stallion Owner agrees to ship semen from the following stallion to Mare Owner for the purpose of inseminating the Mare:

(Registered Name) WOODBERRYS HOT TOPIC (Height) 14H (Breed) First Cross British New Forest Riding Pony
(Registration Assoc) NFPSNA New Forest Pony Society of North America (Registration #) _____
(Color/Markings) Black – Star/Strip/Snip

3. Mare Owners Representations and Warranties

3.1 Mare’s Health and Breeding Soundness. Mare Owner represents and warrants, except where noted below, that Mare is in sufficient health for breeding, is sound and breeding sound and will continue to be in stated condition at the time of insemination pursuant to this agreement. Conditions: _____

3.2 Ownership of Mare. Mare Owner represents and warrants that, except where noted below, that Mare Owner is the sole and legal owner of Mare and has unlimited rights to the care, breeding and custody of Mare. If registered, Mare Owner agrees to provide Stallion Owner with front and back copies of Mare registration. Please list any ownership notes (Lease, Shared Ownership, etc) _____

3.3 Mares Owner’s Use of Semen. Mare Owner agrees that all semen shipped pursuant to this agreement shall be used to inseminate the Mare listed above. Any other use to inseminate any other mare or additional mares without prior approval shall result in a material breach of contract and Stallion Owner shall have the right to terminate this agreement. Mare Owner shall be required to pay an

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additional Stallion Fee for each additional mare bred.

3.4 Mare Owner's Responsibility to Monitor Fertility. Mare Owner understands their sole responsibility to monitor Mare's heat cycles and ovulation and to order semen at the appropriate time for insemination of such Mare.

3.5 Mare Must Be Inseminated by a Licensed Veterinarian. Mare Owner understands that Stallion Owner will only ship semen to a veterinarian licensed to practice in the state the Mare resides in and shall only be performed by a licensed veterinarian. All costs and expenses associated with insemination of the Mare are the sole responsibility of the Mare Owner.

3.6 Pregnancy Examination. Mare owner hereby agrees to have the mare examined for pregnancy by a licensed veterinarian per the following minimum schedule, and notify WOODBERRY PONIES within 10 days of the results of each examination: **Between 14 and 17 days by ultrasound, and if positive, again between 50 and 60 days following the last breeding date.** Failure to have mare examined, and to notify WOODBERRY PONIES of Mare's pregnancy status shall automatically render all guarantees null and void. Mare owner understands that the Mare's breeding document indicates the date or dates of the breeding of mare and that in order to check Mare as confirmed to be "in Foal", this document must be signed and certified by a veterinarian and returned to WOODBERRY PONIES within 15 days after the 17-day and the 60-day examination or all guarantees are null and void.

3.7 Fertility Testing/Mare Substitute. If Mare is not in foal after TWO semen shipments, Mare owner hereby agrees to have the Mare's reproduction status evaluated by a licensed veterinarian and provide results of veterinarian findings to Stallion Owner prior to any additional shipments. If Mare is found not to be breeding sound, Stallion Owner agrees to allow a Mare Substitute if the Substitute has been determined to be breeding sound by a licensed veterinarian. *Mare owner is responsible for collection and shipping fees for each shipment.* After a total of THREE semen shipments, Stallion Owner is no longer under any obligation to send additional semen without financial compensation above and beyond the cost of collection and shipping.

3.8 Return Service. This contract guarantees one return service privilege in the same year from April 1 through June 1 for Shipped Semen, for the same mare and the same stallion if the mare is examined by a veterinarian and found to be barren at 60 days (or earlier) from the date of last service. If after two total covered heat cycles the mare does not conceive the mare owner may substitute another mare as outlined in Section 3.7. Collection, Shipping and Service Fees apply

3.9 Embryo Transfer. Mare Owner understands that transfer of any embryo resulting from semen shipped shall require Stallion Owner's prior consent. Failure to obtain consent shall void live foal guarantee. If embryo transfer results in more than one pregnancy, Mare Owner shall pay Stallion Owner a stud fee for each pregnancy.

4. Fees.

4.1. Booking Fee. For this contract to be valid, Mare Owner must deliver a Booking Fee of \$ _____ within 24hrs of contract signing (unless otherwise stated in section 4.6) and reserves a breeding to Stallion for the current breeding season April 1 – June 1. Failure to deliver Booking Fee will result in termination of contract. Your booking fee reserves a breeding spot for Mare to Stallion this breeding season and is therefore nonrefundable. Booking fee shall be applied to stallion fees unless otherwise noted below.

4.2 Stallion Fee. Mare Owner agrees to pay Stallion Owner a total Stallion Fee of \$ _____ (including booking fee). Mare Owner understands that the Breeding Fee and Booking Fee must be paid in full prior to collection. Fees for breeding specials must be paid in full at time of advertised special.

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4.3 Return Breeding. The first Return Service in the same breeding season shall not incur fees above and beyond collection + shipping. The second Return Service and any thereafter, Mare Owner shall pay \$75 to Stallion Owner for each in addition to Collection+Shipping .

4.4 Collection Fee. Unless otherwise noted below in section 4.6, a **Collection Fee of \$150.00** shall be billed separately to the client by the Stallion Owner and are not included in the Stallion Fee. Fees are per collection. Additional policies for collections are outlined in section 4.6.

4.5 Shipping Fee. A **\$150 Deposit for Shipping fees** are paid directly to Stallion Owner along with Collection Fee. Shipping is via FED EX and fees are paid directly to FEDEX by the Stallion Owner or representing Vet. Shipping fees will come out of the deposit amount. Shipping container must be returned within 7 days in good usable condition. Upon receipt of shipping container, any remaining deposit funds will be refunded to the Mare Owner. There will be a \$25.00 late fee per day if container is not returned within 7 Days. If the container is not returned within 10 days or it is not in good usable condition, a replacement fee of \$75.00 will be charged. All semen will be shipped FedEx priority overnight w/am delivery for minimum shipping fee of \$65.00. Fees are per shipment

4.6 Special Notes Regarding Fees: _____

5. Live Foal Guarantee

5.1 Live Foal Guarantee. Should the mare not produce a live foal that stands, nurses, lives for 48 hours, the mare owner shall be entitled to a return service to the stallion in that breeding year. This guarantee shall apply only if WOODBERRY PONIES is notified by certified mail within 10 days of the death of the foal. A statement of details by a veterinarian must follow within 10 days or the guarantee shall be terminated. This clause is also binding in the case of abortion. If Mare has not received proper vaccinations and care during pregnancy, along with removal from all fescue hay, this guarantee shall be null and void.

5.2 Death of Stallion Should the stallion die or become incapacitated after the mare has been first bred and should mare owner become entitled to return service. WOODBERRY PONIES shall return breeding fee only (minus deposit). Mare Owner shall not be entitled to recover any additional fees or costs from the Stallion Owner

6. Collection

- Mare Owner shall pay any and all collection fees of \$150.00 per collection as noted in section 4.4
- Mare Owner MUST notify Woodberry Ponies by 11AM the day PRIOR to collection to order semen
- Collections are Weekdays, Monday-Friday 8AM-11AM ; April 1 – June 1
- Same Day Collections available only if notified by 7AM day of collection and are an additional \$50 fee
- Saturday Collections require 24hr notice and incur an additional \$50 fee
- Mare Owner may pick up shipping container if preferred.
- If possible, Stallion Owner will meet Mare Owner at an additional rate of \$20 + \$2.00 per loaded mile up to 40 miles unless otherwise agreed upon
- We cannot guarantee weekend collections or shipments at this time. Availability is on a case by case basis and will be accompanied by extra fees. Please call in advance to see if weekend service will be available.
- Woodberry Ponies is not responsible for semen lost, delayed or damaged during shipment.

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7. Assumption of Risk, Indemnity and Release of Liability

7.1. Risk of Injury or Death to Mare Owner or Mare. Mare Owner understands that engaging in equine related activities and equine reproduction is an inherently-dangerous activity, and that, by so doing, Mare Owner and Mare are exposed to dangers both known and unknown. Mares and foals are unpredictable animals which may be dangerous no matter how much training they have, no matter what level of experience Mare Owner has, and no matter what the situation. Mare Owner agrees and understands that Stallion Owner, together with his/her/its shall be released and held harmless from any injury, whether to Mare, Mare Owner, personal or to property, arising out of or related to equine activities.

7.2 Indemnity. Buyer shall indemnify and hold Stallion Owner harmless from any and all claim, demands, damages, liability, judgment or actions arising from this agreement including all costs, attorney's fees, expenses or liabilities incurred in the defense of any such claim or any action brought thereon. Mare Owner assumes all risk of loss and waives all claims in respect thereof Stallion Owner.

7.3 Insurance. Unborn Foal Insurance is recommendation to protect Mare Owner in the event of injury, illness or death.

8. ATTORNEYS' FEES.

In the event that suit or arbitration is brought under or in connection with this Agreement or to enforce the Agreement, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees, costs and expenses incidental to any such proceedings, including reasonable attorneys' fees incurred in collecting any judgment awarded as a result of liability established pursuant to this Agreement

9. GOVERNING LAW AND VENUE.

This Agreement shall be governed by the laws of the State of North Carolina. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in STOKES (County) NORTH CAROLINA (State). The parties hereto consent to both venue and jurisdiction.

10. ENTIRE AGREEMENT.

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

11. ASSIGNMENT OR TRANSFER.

No party may assign or transfer this Agreement without the prior written consent of the other parties.

12. COUNTERPARTS.

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

Mare Owner/Lessor

Date

Woodberry Ponies

Date

Woodberry Ponies - Bobbie Sawyers
Telephone 336.399.7214 | Fax 336.351.4106 | PO Box 192 – Pinnacle, NC 27043
www.woodberryponies.com | woodberryponies@gmail.com

PAYPAL PAYMENTS RECEIVED AT WOODBERRYWARMBLOODS@GMAIL.COM

MARE OWNER INTITAL: _____