

## **RICH N CHOCOLATEY SHIPPED SEMEN AGREEMENT**

This agreement is duly entered on the date below by Myers Horse Farms Inc., Ann Myers, known as STALLION OWNER, and Jeff Elthorp, Striding Equestrian Center, known as STALLION MANAGER, and MARE OWNER whose signature appears below.

All parties agree that they have executed a breeding contract to the mare named below to **RICH N CHOCOLATEY**, for the breeding fee of **\$1250.00**. In addition to the rights and duties placed upon all parties to the breeding contract, it is mutually agreed upon that good and sufficient consideration exists to execute this transported shipped semen contract for the breeding season mentioned below.

All parties agree that every shipment of semen shall be at the cost of \$200.00 . This cost must be paid in advance of the first shipment. Any and all additional shipments will be billed at the time of shipment and are due upon receipt, and must be paid with the return of the semen container within a 48 hour period of receipt. A \$150.00 container deposit fee is also due upon signing of this contract and will be returned upon fulfillment of the **2005** breeding season. It is also agreed that any and all breeding fees must be paid in full prior to the first shipment of semen.

1. The MARE OWNER certifies that the STALLION MANAGER is obligated to transport cooled semen to the address of record, which has been provided in writing prior to any shipment by the MARE OWNER. If the MARE OWNER requests more than one shipment of semen, the semen will be shipped to the last known address provided by MARE OWNER to the STALLION MANAGER.

2. The mare owner certifies that the address of record is a suitable facility for the artificial insemination of the mare contracted to be bred. It is imperative that the MARE OWNER'S veterinarian be aware of the mares current breeding status and that she is, in fact ready to breed. It is the STALLION MANAGERS stated preference that all semen shipments are made to and inseminations are performed at established breeding farms. The mare owner certifies that only the mare that is subject of the breeding contract shall be inseminated by the shipped semen of RICH N CHOCOLATEY .

3. A contract for cooled semen does not guarantee that the semen will be available on the day you submit your request.

Mares to be bred to RICH N CHOCOLATEY in residence at the STALLION MANAGERS facility will be given priority for semen.

4. All request for semen must be made 24 hours in advance.

5. Shipped semen may only be requested for regular breeding days at the STALLION MANAGERS facility. Regular breeding days are Monday, Wednesday, and Friday. Saturday shipments may be requested at an additional fee.

6. STALLION MANAGER shall ship semen from RICH N CHOCOLATEY in a appropriate chilled semen container by an overnight courier, such as Federal Express, UPS, Airborne, etc. to the address provided by the MARE OWNER in writing on the day it is collected. If semen is needed the same day via airline, if available, MARE OWNER will be responsible for any and all additional charges for counter to counter shipment of semen. STALLION MANAGER further certifies that the semen, when collected, will be of such degree of mobility and motility so as to reasonably be acceptable for breeding.

7. The MARE OWNER also agrees to comply with all breed association rules regarding the use and handling of Transported Cooled Semen. The MARE OWNER shall properly send the appropriate copies of the Collection/Insemination Certificate to their breed association and to the STALLION MANAGER at the address appearing below.

8. All of the parties of this contract agree that the obligations of performance by the STALLION OWNER and the STALLION MANAGER shall be met when the chilled semen shipment is accepted at the address of record as provided by the MARE OWNER. Acceptance shall be defined as the contracted parcel delivery carrier actually delivering the shipment container to the address of record and receiving a signature from a representative of the address of record on the shipment documents maintained during the ordinary course of business by the contracted parcel delivery carrier. All parties agree that the risk of loss transfers to the MARE OWNER upon acceptance of delivery.

9. The STALLION OWNER and the MARE OWNER shall execute a Transported Semen Breeders Certificate and shall comply with any parentage verification as required by the respective breed association.

10. This agreement is for the \_\_\_\_\_ breeding season.

### **ADDRESS OF RECORD**

Name of facility \_\_\_\_\_

Contact person \_\_\_\_\_

Street Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Phone \_\_\_\_\_ Fax \_\_\_\_\_

Nearest Airport \_\_\_\_\_

Mare to be bred \_\_\_\_\_

Reg. # \_\_\_\_\_

Mare Owner Signature \_\_\_\_\_

Printed Signature \_\_\_\_\_

Mare Owner Address \_\_\_\_\_

\_\_\_\_\_  
Mare Owner Phone Number \_\_\_\_\_

Email \_\_\_\_\_

Stallion Manager Signature \_\_\_\_\_

**Please make all checks payable to Stallion Manager: Jeff Elthorp**

1607 Saint Jane Ave

Utica, NY13501

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