



Stallion Service Shipped Agreement and Liability Release

This shipped semen contract is for the breeding season of Feb. 1 through July 31, 2016 is made and entered into on this day _____ of _____ 20__ by and between _____, hereinafter designated Breeder and Peak View Reproductive Services, hereinafter designated as Breeding Facility, and _____ hereinafter designated, Mare Owner. Mare owner agrees to artificially inseminate the mare _____ breed _____ Registration number _____ Breeder agrees to ship cooled or frozen semen collected from the stallion _____ Breed _____ Registration Number _____ for the fee of \$ _____ dollars in U.S. Funds, for a live color foal subject to the following conditions.

1. Breeder does hereby reserve one booking of the said stallion for the said mare. All collection and shipping fees must be paid in full and received by the breeding facility prior to shipment of semen. The \$300.00 shipped semen fee includes collection, lab, packaging and Federal Express shipping. Additional shipments, if needed, will be \$300.00 prepaid. If it is necessary to use same day air service transport, charges will apply for the courier fees to airport. Air freight will be billed according to costs incurred. Equitainer must be returned in good, reusable condition, within two (2) working days after mare is inseminated. Mare owner agrees to pay the return freight charges and insure Equitainer with shipper to cover loss and/or damages. If Equitainer is not returned within (2) working days, a \$25.00 fee will be charged for each day it is not returned. Mare owner agrees to pay for any loss or damages to Equitainer. All shipping fees apply to deliveries within the continental United States only. Deliveries outside continental U.S. are subject to additional charges. All fees and charges are payable in U.S. funds.

Breeding Facility accept payments by (check payment type):

Check Money Order MasterCard Discover Visa American Express

Credit Card Number: _____ - _____ - _____ - _____

Expiration Date: ____/____ Authorization Code (last three numbers from back of the card) _____

Cardholder's Signature _____

Credit Card charges will be charged a processing fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks. Personal checks must be received in 10 days prior to shipment. Certified checks will receive immediate credit.

2. Breeding Facility collects and ships Monday, Wednesday, and Friday during the breeding season. Breeding Facility requires the order to ship semen be made by 5:00p MST the DAY PRIOR TO SHIPMENT. Mare Owner may cancel shipment until 10:00 AM MST on the day of shipment at no penalty provided shipment is delivered using Federal Express. Semen orders for same day air service are required by 12:00PM MST the day prior to shipment. Same day air service can be cancelled up 5:00p MST the day prior to shipment. All requests shall be filled as received. If there is insufficient semen to fill all orders on a given day, priority is given to earliest received contract.

3. Semen will be shipped Federal Express Priority overnight delivery or same day air transport service. It is the Mare Owner's responsibility to contact Federal Express to learn of any delivery to post office boxes and does not deliver on holidays. No warranty, expressed or implied, shall accompany the cooled semen transferred under the terms of this agreement. Breeding Facility will make every attempt to collect and deliver cooled semen timely and in good condition, however Mare Owner acknowledges the Breeding Facility cannot guarantee collection or delivery within a specific time period, nor that the cooled semen will safely reach the insemination destination without losing some of its integrity, quality, or characteristics.
4. A copy of registration papers must be received by Breeding Facility before semen will be shipped. (a) The person signing this contract represents and warrants that he/she is the true and lawful owner of said mare, or if not the owner, then has actual authority to act as owner's agent for purposes of entering into this contract.
5. Mare Owner understands and agrees that the said mare will be checked by ultrasound methods, performed by a qualified veterinarian prior to having semen shipped. A qualified veterinarian or technician should be used in the procedure of artificial insemination of said mare.
6. Upon payment for stallion service and completed contract, mare owner that fails to ship semen during the designated breeding season will have return privileges for 2016-2017 season.
7. A registration application (if applicable) will be issued for the foal, conceived during this mating, when stallion fee and all other expenses have been paid in full, and when mare has either, at Breeder's option, been (a) pronounced safe in foal, or, (b) has produced a live foal by this mating. Please contact stallion owner (breeder) to issue your registration application.
8. This Contract is non-assignable and non-transferable, by the Mare owner without prior written permission of the Breeder.
9. This contract is entered into the State of Colorado and will be interpreted and enforced under the laws of the state. Any legal action must be brought in _____ County, _____ City, _____ State.
10. The parties to this agreement mutually agree that any and all disputes arising in connection with this Agreement will be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators as appointed in accordance with said rules. Said arbitration shall take place in _____ County, _____ City, _____ State.
11. This contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional comments. If no additional comments, check here (____).

When mare owner and breeding Facility sign this contract, it will then be binding on all parties, subject to the above terms and conditions.

_____	_____
Date	Date
_____	_____
Breeding Facility Signature	Mare Owner (agent) Signature
Peak View Animal Hospital 1750 County Rd JJ Fowler, CO 81039 (719)263-4321 phone (719)263-4301 fax	_____
	Mare Owner Address

	(_____) _____
	Phone
	(_____) _____
	Cell

	Email

Semen Shipping Information

Veterinarian Name: _____

Veterinarian Phone: _____

Name of Clinic: _____

Physical Address for Shipment (NO POST OFFICE BOXES):

Does Fed-Ex deliver on Saturday to above address? ____ Yes ____ No

Will you place a hold of your shipment? ____ Yes ____ No

If yes, what is the address of the Fed-Ex location you wish to hold your shipment?

Please Make Stallion Fee Checks Payable to Stallion Owner