



**BREEDING CONTRACT**  
**Transported Semen**

Office Use
Fee Paid:
Copy of Registration Papers:
Cytology/Culture Report
Month Booked:
Rebreed:

(Please read carefully before signing)

This Contract is by **K-J Hollow Andalusians**, hereinafter known as, “Breeder”, and

Mare Owner: \_\_\_\_\_, Breeder and Mare Owner agree to breed the

Mare’s Name: \_\_\_\_\_ Registered With: \_\_\_\_\_ Registration #: \_\_\_\_\_

To stallion named: **DW Sonador** Breed: **Andalusian** .

Owner requests breeding service during the \_\_\_\_\_ (aprx. month) of the 20 breeding season (defined as February 1<sup>st</sup> to August 30<sup>th</sup>, Monday-Friday). This breeding Agreement comes with a "Live Foal Guarantee," but it will not exceed two (2) consecutive breeding seasons. This breeding agreement is valid through August 31,20 Any extension of this agreement must be given in writing. There will be a monthly 1.5% service charge on any unpaid balance over 30 days.

**PAYMENT:** Booking Fee of \$ 300.00 payable with this signed contract, is non-refundable, and will be applied to the stallion service fee of (\$1200 Adalusian / \$800 All others) \$ \_\_\_\_\_. Cost per shipment: \$350.00 This fee includes the cost of collection, shipping, use of Equitainer.

Payment made with a personal check will be due 10 days prior to expected shipping date. No Semen will be collected and/or shipped until this fee is paid. Online credit card payment through paypal.com is available.

**MARE OWNER AGREES:** to provide a copy of mare's registration papers, if applicable, and a veterinarian's report of mare's cytology. A culture is necessary only if indicated by the cytology. Mare Owner assumes responsibility for proper handling and administration of semen and agrees to have recipient mare inseminated by a licensed veterinarian or technician on the same day semen is received. Mare Owner agrees that only the mare designated on this contract will be inseminated with the shipped semen. It is the responsibility of Mare Owner to have the Delivery of Semen Certificate signed by the attending veterinarian and returned to Breeder. Mare owner understands that there is a slight possibility that because of excessive demand or unusual circumstances, on certain days, the mare may need to be rescheduled in which case mares may be recycled with prostaglandin. Mare Owner is to notify Breeder once pregnancy has been determined. Mare Owner agrees to keep the mare in good condition to successfully carry a healthy foal.

**REQUESTING SEMEN:** It is essential for Mare Owner to have mare palpated by veterinarian to determine what stage the follicles are before requesting semen to be shipped. Semen will not be shipped unless attending vet has determined that ovulation is eminent within 48 hours. Mare Owner is to notify Breeder on the first day of mare's estrus with 24 hours advance notice to schedule transport of semen. If less than 12 hours advance notice is given, the request will be accommodated only if possible. If request for semen is made after 12:00 noon CST on Monday or after 9 a.m. Tuesday through Friday on the day of shipment, an additional courier fee of .50¢ per mile will be applied. The usual collection/lab fee will be charged if Mare Owner cancels request of semen shipment after the semen has been collected and processed for shipment. If there should be three inseminations with no resulting embryo, Mare Owner will be required to have the mare veterinary checked for possible uterine tract infections before there will be any further shipments of semen.

Collections are available Monday - Friday only. Do to shipping difficulties; Collections are **NOT** available on weekends, same day or holidays.  
**Please advise Mare's Veterinarian of this!**

**EQUITAINER:** Mare Owner is responsible for return shipment of Equitainer to Breeder via three day express within one day after last insemination, or a rental fee of \$25 per day (not to exceed \$250) will be added

**SHIPPING FEES:** Mare owner is responsible for the return cost of the Equitainer.

**BREEDER AGREES:** to assume responsibility to evaluate and professionally package motile sperm cells with concentration level adequate to inseminate one mare. If quantity allows, Breeder will provide two packages of semen in one shipment in the case of questionable ovulation timing and possibly needing a second insemination for the same mare. Mare Owner is entitled to not more than two semen shipments per estrous cycle. Shipped semen requests will be filled in the order received, and has priority over mares bred by live cover. Should a licensed veterinarian find said mare to be barren after insemination, the mare may receive more shipments of semen anytime during the current breeding season (defined as March 1<sup>st</sup> to August 1<sup>st</sup>, Monday-Friday). Mare Owner may substitute another mare, subject to the approval of Breeder, at any time during the breeding season. \$ 250.00 will be charged for each substitute mare.

**LIVE FOAL GUARANTEE:** This Contract contains a "Live Foal Guarantee". A live foal is described as a newborn foal, up to 72 hours from birth, which is able to stand and nurse. If foal is born dead, is aborted or absorbed, there are return privileges for following breeding season, if breeder is notified and receives a veterinarian's statement confirming death and probable cause of death.

**BREEDER'S CERTIFICATE:** Breeder certifies that the stallion complies with all requirements of his breed registry (the IALHA) for registration of resulting foal. Breeder warrants to have full authority and power to issue a Breeder's Certificate and that this contract is free from all liens and encumbrances. A "Breeder's Certificate" will be issued for the foal immediately upon receipt from the registry, only if Mare Owner is current on all obligations to Breeder. Mare Owner will be responsible for registration fees and expenses.

**REFUNDS:** In the event of the death or sale of the stallion, Mare Owner has the option of a refund of the stud service fee or acceptance of a substitute stallion owned by Breeder. In no other case is the stallion fee refundable. Booking, collection and shipping fees are not refundable. If Mare Owner should have the mare serviced by another stallion during the term of this Contract, then this Contract shall become instantly null and void with no refunds given.

**LIABILITY:** If shipment is lost, delayed or damaged, Mare Owner assumes all risks of loss including that of lost time and expense associated with preparation of mare for breeding. Mare Owner agrees to hold Breeder and all associated affiliates blameless if mare does not settle, understanding that the burden of conception is placed on Mare Owner. Mare Owner accepts the risks of artificial insemination and pregnancy and agrees to hold Breeder and all affiliated agents harmless and release from liability in connection with the procedure of insemination including, but not limited to all injuries, damages, personal property damages or losses that Mare Owner may sustain arising out of the breeding of the mare that may accrue from any cause whatsoever during the term of this Contract.

**DEFAULT:** This agreement shall be interpreted under the laws of the State of Minnesota in the county of Chisago. This Agreement contains the entire agreement between the parties, and no alteration or amendment shall be made except a subsequent written document. Either party may terminate this contract for failure of other party to meet any material terms of this agreement. Failure to enforce any term or provision in the agreement does not invalidate that provision, term or any other provision or term of this contract. Mare Owner agrees to hold K-J Hollow Andalusians harmless from any claim. In the event of a lawsuit all lawyer, court costs and fees pertaining to the lawsuit will be paid by the Mare Owner.

**CONDITIONS:** This Contract cannot be assigned, transferred or resold. This Contract constitutes the entire agreement between the parties.

**BY SIGNING:** Mare Owner warrants being the owner or a duly authorized agent of the designated mare, is not a minor and acknowledges to have had sufficient opportunity to read this entire document and understands the content. Once signed, this Contract will then be binding on both parties subject to the above terms and conditions.

Breeder Member's Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ IALHAID# FIRKKJ001  
Mare Owner's Signature: \_\_\_\_\_ Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ IALHAID# \_\_\_\_\_  
Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone# \_\_\_\_\_ Fax# \_\_\_\_\_ Email: \_\_\_\_\_  
Attending Veterinarian: \_\_\_\_\_ Phone: \_\_\_\_\_

**PLEASE PRINT CLEARLY WHERE SEMEN IS TO BE SHIPPED:**

Name: \_\_\_\_\_ Complete Address (NO PO Box's): \_\_\_\_\_ Phone: \_\_\_\_\_