

Additional Conditions for Mares Bred with Transported Cooled Semen

1. The Stallion Service Fee and lab fee must be paid in full prior to shipment. Payment is U.S. funds, personal check or cashier's check. The stallion service fee will be evidenced by signature on the attached Breeding Contract. The lab fee shall be \$250.00 per shipment. The lab fee includes semen collection/packaging, and Fed Ex Overnight delivery. If a Hamilton-Thome Equitainer is used, there will be a \$300.00 deposit. The Equitainer must be returned within three days from date received. There will be a \$25 per day penalty charged for late returns. If shipment by counter to counter air transport is required, there will be an additional \$100 charge. Hamilton-Thome Equitainers will be used on all counter-to-counter air shipments. Containers must be returned at Mare Owner's expense.
2. Mare owners shall receive up to three (3) shipments of cooled semen for the listed stallion service fee. Breeder's responsibility is to ship semen in viable condition to the mare owner. The mare must be inseminated within the time criteria designated by the breed association by a licensed veterinarian or technician. The semen may be used for the designated mare only. No semen will be shipped after July 1st unless special arrangements are made.
3. Stallion has been DNA typed. The semen has been analyzed and tested.
4. *Request for semen must be received by 10 p.m. the night prior to shipping, and only for a regularly scheduled breeding day. **Monday – Wednesday - Friday.*** Orders not placed by 10 p.m. will be subject to an additional \$25 service charge if accepted and filled. Saturday and Sunday shipments are available only by special arrangement and are subject to scheduling availability. Additional shipping fees may be assessed for weekend deliveries. All requests for semen shipments shall be filled as received, subject to availability. If there is insufficient semen to fill all orders on a given day, the farm veterinarian will determine which orders are to be honored. This decision will be based on information provided by the purchaser's veterinarian.
5. If the mare fails to conceive on the 3rd shipment in one year, the mare may be serviced at Platinum Paint Horses prior to June 30th of the contract year or the following breeding season.
6. Responsibility for insurance and risk of loss passes to the mare owner with this contract. Owner assumes the unavoidable risks inherent in all horse-related activities: including, but not limited to the semen, shipping container, owner's horse(s), owner, and family members. Owner agrees to look solely to his insurance for compensation for any such loss, and further agrees to indemnify and hold harmless the stallion breeder, agents, veterinarians, employees, and family.
7. Mare owner further agrees that this contract is made and entered into in the County of Rockwall, the State of Texas, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.
8. Mare owner's signature on this contract that he/she has read and fully understands all of the terms and conditions outlined herein, and accepts this contract as a legal and binding instrument on behalf of the owner, owner's heirs, successors and assigns. This agreement, along with the accompanying stallion service contract, constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned.

Stallion Owner/Agent _____ **Date** _____

Mare Owner/Agent _____ **Date** _____

Platinum Paint Horses (972)636-9299