

STEYSKAL QUARTER HORSES

Stan and Mary Kay Steyskal
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TRANSPORTED, COOLED SEMEN CONTRACT

This STALLION BREEDING CONTRACT FOR TRANSPORTED, COOLED SEMEN for the breeding season of 2009, made and entered into on this _____ day of _____, 2009, is by and between Stan and Mary Kay Steyskal of Steyskal Quarter Horses, agent for this stallion, will herein be referred to as Breeder, and _____, hereinafter designated Mare Owner. Mare Owner agrees to breed the Mare _____, Reg. No. _____, to the Stallion *The Big Chex #3033721*, for the Stud Fee of \$850.00, for a live foal, subject to the following conditions:

1. The Stud Fee includes a non-refundable booking fee of \$300.00, payable with this contract. The Stud Fee balance of \$550.00 must be paid before semen is shipped.
2. Breeder agrees to ship semen as described in Attachment 1. If mare fails to settle, for any reason, Mare Owner will hold Breeder blameless. Mare Owner agrees to give Breeder ample opportunity to settle mare, and agrees to follow the conditions described in Attachment 1. Breeder will agree to furnish mare owner two (2) shipments of semen per mare's cycle if needed (providing no ovulation after first shipment). These shipments will be shipped as price per shipment as detailed in Attachment 1. There will be no more than four (4) total shipments per breeding season. The Mare Owner then has the option to substitute another mare during the current season or have a return for the following season.
3. It is the Breeder's responsibility to provide the Mare Owner with one (1) dose of semen (two (2) doses if available), in an industry standard container, with the industry standard number of viable spermatozoa per shipment.
4. Live Foal Guarantee: Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return season will be guaranteed the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Mare Owner subsequent to the mare's departure from the Breeder. Booster rhino pneumonitis vaccinations must be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. Failure to do this will void the Live Foal Guarantee. A rebreed fee of \$300.00 is applicable to all return breedings.
5. The breeding season in force for this contract shall begin February 1st and close July 1st of the year dated on the contract.
6. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when ALL stallion fees, mare care, and all other expenses (including veterinarian) have been paid in full; and, when mare has produced a live foal by this mating.
7. It is further agreed that should the above named stallion die, be sold by owner, or become unfit for service, or if the above named mare dies during the breeding season, then the Mare Owner may substitute another mare or breed the above named mare to another stallion owned by Breeder that is agreed to by both Mare Owner and the Breeder.
8. This contract is non-assignable and non-transferable.
9. This contract is entered into the State of Nebraska, and will be interpreted and enforced under the laws of Nebraska. If any clause in the contract is against Nebraska law, then that clause shall be null and void.
10. The following rider is attached hereto and made a part hereof: Attachment 1.
11. This contract represents the entire agreement between the parties. No other agreements, promises, verbal or implied, are included unless specifically stated in this written Contract. The original contract will be kept on file at Steyskal Quarter Horses and a copy provided for Mare Owner.
12. When Mare Owner and Breeder have signed this Contract, it will then be binding on both parties, subject to the above terms and conditions.

Mare Owner's (or authorized agent's) signature

Stallion Owner or Breeder's(or authorized agent's) signature

Printed name of Mare Owner

Street Address

City, State, Zip

Day phone #

Evening phone #

Attachment 1

RULES FOR SHIPPED SEMEN

- A. Stud Fee for _____ is _____. Booking Fee of \$300.00 is due with the signed STALLION BREEDING CONTRACT FOR TRANSPORTED, COOLED SEMEN. Mares should be booked early.
- B. A copy of the Mare's Registration Papers must also be included with the signed contract along with a completed SHIPPING INFORMATION FORM contained in Enclosure 1.
- C. Balance of Stud Fee \$_____ is due before first shipment. No collection fee on first shipment.
- D. Equitainer must be returned to Steyskal Quarter Horses within four (4) working days of receipt of semen. A \$10 per day late fee will be assessed everyday it is late.
- E. Each shipping charge for overnight (Next Day Air) delivery is \$100. Other methods of delivery will be priced upon request. A \$50.00 airport courier charge will be assessed to all counter to counter shipments. Shipments will be insured to cover only Equitainer replacement. If shipment is lost or delayed, Mare Owner assumes all risks of lost time and expense associated with preparation of his/her mare for breeding. A lost or delayed shipment will not be counted against the four (4) shipments maximum per breeding season outlined in the Contract, Item 2.
- F. The Mare Owner is responsible for \$100.00 collection fee per shipment and all container shipping charges TO and FROM the breeding farm. The first collection fee is included in the stud fee. Collection and shipping fees will be billed on a monthly basis.
- G. All Stud Fees, including Equitainer refundable deposit, must be paid prior to shipping (out of state checks require 10 days to clear). A finance charge of 1.5% of the unpaid balance will be charged on ALL balances remaining due past thirty (30) days.
- H. You MUST REQUEST SHIPMENT BY 4 p.m. (Central Time) ON THE DAY BEFORE SHIPPING DAY. Cancellations must be received before 10:00 a.m. (Central Time) on shipping day.
- I. We will ship semen only on MONDAYS, WEDNESDAYS, and FRIDAYS.
- J. In the event that not enough semen is collected to meet a day's breeding and shipping needs, ON-SITE MARES WILL HAVE FIRST PRIORITY. Shipped semen requests will be filled in the order received.
- K. Live Foal Guarantee: If the mare does not produce a live foal in 2010, a rebreed will be allowed for the same mare or a substitute mare for the 2010 season only.
- L. A Fee of \$300.00 is applicable on all return breedings.