Limelite Show Horses

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719-761-4547

**Standing at**

**Walsh Quarter Horses**

**970-249-0998**

BREEDING CONTRACT – SHIPPED SEMEN

This Agreement, by and between Limelite Show Horses (hereinafter “Limelite” or “Stallion Owner”) located at 1577 14 ½ Road, Loma, Colorado 81524 and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter “Mare Owner”). In consideration of the mutual promises, covenants and representations of the Parties to this Breeding Contract, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **STALLION:** The Mare Owner hereby purchases one (1) breeding service to the stallion (hereinafter the “Stallion”), listed below for the 2020 breeding season:

Registered Name: **ULTIMATELY FABULOUS**

AQHA Registration Number: 5716508

Panel Testing Results: GBED N/N, HERDA N/N, HYPP N/N, MH N/N, PSSM1 N/N, OLWS N/N

1. **MARE:** The breeding service is being purchased for the mare (hereinafter the “Mare”) listed below for the 2020 breeding season:

Registered Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AQHA Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APHA Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APHC Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PtHA Registration Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. **BREEDING FEE:** The Breeding Fee for the Stallion is **$750.00** and shall be paid in full upon execution of this Agreement. The $750.00 will entitle Mare Owner to breed one (1) Mare to the Stallion to produce one (1) live foal. This Agreement is non-transferrable, non-refundable, and must be used by December 31, 2020 unless otherwise agreed upon in writing by both Stallion Owner and Mare Owner.
2. **BREEDING INCENTIVES:** 1) Return mare owners fee of $600.00 2) Proven Mare fee $600.00 3) World & Reserve World Champion APHA or AQHA mare breed for Free (must pay collection and shipping).
3. **COLLECTION AND SHIPPING:** Collection and Overnight Shipping charges will be **$250**. Payment via credit card must be made in full before semen will be shipped. One dose per shipment is promised. Shipping expenses are non-fundable and not included in the Breeding Fee. All shipping charges are Mare Owner’s responsibility. **COLLECTION DAYS ARE MONDAY, WEDNESDAY AND FRIDAY ONLY. All requests for Semen must be made by 5 p.m. (Mountain Time) to Penny Walsh the day before collection. All requests for Semen, cancellations and shipment inquiries shall be directed to Penny Walsh at 970- 249-0998.** Due to international customs restrictions, international semen shipments may require extra coordination and handling. It is the Mare Owner’s responsibility to ensure FedEx will delivery to the requested location. Mare Owner is responsible for all international shipping permits and fees.
4. **SEMEN HANDLING:** Mare Owner agrees to assume responsibility for all facets of breeding the Mare and agrees to comply with all breed registry requirements concerning the use and handling of cooled or frozen semen. Stallion Owner (via collection agent) agrees to ship semen to the location designated by Mare Owner, but Mare Owner agrees and certifies that only a qualified and experienced person in the use and handling of transported semen and who practices equine reproduction as a regular part of his/her practice will perform the insemination. Mare Owner agrees to use all semen provided by this agreement solely to breed the Mare named in this agreement. Any attempt to use any portion of any semen shipped to Mare Owner to breed any Mare other than the Mare shall automatically terminate all obligations of Stallion Owner under this agreement and result in forfeiture of all breeding fees, balance of shipping fees, collection deposits and the right to a breeder’s certificate. Any unused semen must be returned or destroyed by a veterinarian. If multiple shipments of semen are requested, Stallion Owner reserves the right to request a negative uterine culture, cytology or biopsy prior to sending further shipments. Stallion Owner in its sole discretion may refuse to ship semen if Stallion Owner believes the insemination is not proper or Mare is not healthy.
5. **EMBRYO TRANSFERS:** Should Mare build, mature and ovulate more than one follicle and more than one embryo be recovered during one embryo transfer flushing procedure, Mare Owner will decide at that time whether to transfer more than one embryo. If more than one embryo is transferred successfully an additional breeding fee will be charged to Mare owner.
6. **COLOR GUARANTEE**: The resulting foal from the breeding of the above-named Mare (Regular Registry APHA) must be eligible for Regular Registration in the appropriate breed. If the resulting foal is not eligible for Regular Registration, the above-named owner is guaranteed a slot to breed a Mare of his/her choice the immediately following year only. There will be NO Re-Breed charge.
7. **LIVE FOAL GUARANTEE:** Mare Owner is guaranteed one live foal for Mare once she has been certified by Veterinarian to have settled. A “live foal” shall be defined as a foal that stands, nurses, and lives for twenty-four (24) hours. If a live foal does not result from the breeding, Mare Owner shall be entitled to return the Mare or substitute a Mare approved by Stallion Owner in writing, for a breeding to the Stallion for the following breeding season **ONLY**. Mare Owner must notify Stallion Owner within forty-eight (48) hours of foaling that the breeding did not produce a live foal OR within forty-eight (48) hours of learning that the Mare was not in foal. Mare Owner must provide adequate veterinary records to prove that breeding and birth were properly managed including a detailed statement from a licensed equine veterinarian explaining the failure of the Mare to produce a live foal or the guarantee is null and void. Mare Owner will be responsible for any additional collection and shipping costs resulting from a “rebreed.” Mare Owner remains subject to all terms and conditions of this Agreement. If the Mare is exposed to another stallion other than the Stallion named in this Agreement, this Agreement is null and void. If Mare Owner fails to notify the Stallion owner as stated above or rebreed the following breeding season, any and all fees paid shall be forfeited and the Stallion Owner is released from all obligations of this Agreement.
8. **REGISTRATION PAPERS:** Mare Owner shall provide Breeder a copy of Mare’s registration papers at the time of the execution of this Breeding Contract. The Owner of record on the registration papers shall be the owner recorded on the Stallion Breeding Report.
9. **CERTIFICATE AND MULTIPLE FOALS:** Upon notification of a birth of a live foal and full payment of all fees and the completion of all obligations under this Agreement, Stallion Owner shall issue one (1) breeder’s certificate to Mare Owner. Should more than one embryo or foal result from a breeding, Mare Owner shall pay an additional breeding fee for each embryo or foal resulting from a breeding. Such payment shall be due within sixty (60) days of breeding if embryos are flushed from the Mare or within fourteen (14) days in the case of twins in order to receive a breeding certificate for the additional foals. Failure to report an additional embryo could result in denial of a breeder’s certificate. Breeder’s certificates will be released online and hard copy mailed to owner upon request.
10. **SUBSTITUTION**: Should the named Stallion die, become unavailable, sell, or become unfit to breed and the Mare is not in foal the breeding fee shall be returned less any expenses incurred and this Agreement will become null and void. Alternatively, if frozen semen exists Stallion Owner may, at their discretion, make it available for the Mare Owner pursuant to all terms and conditions for shipped frozen semen. If the Mare dies before producing a live foal another Mare may be substituted with written consent from the Stallion Owner.
11. **DISCLAIMER**: Stallion Owner will use reasonable efforts to ship semen on a first call, first serve basis to the designated location. Mare Owner acknowledges that this Agreement does not guarantee semen will be available. Stallion Owner makes no representations or warranties, expressed or implied, regarding the semen delivered under this agreement, including without limitation, representations or warranties that the semen will safely reach the insemination point without losing its integrity, quality or other characteristics. Stallion Owner makes no representations or warranties, express or implied, regarding the delivery of the semen under this Agreement, and shall not be responsible for delayed, lost or mishandled deliveries. Semen will be collected only on established breeding days and no representations or warranties are made or implied that the semen will be available at the time requested by Mare Owner. Mare Owner hereby disclaims and releases Stallion Owner from any liability, damages, claims, causes of actions, or losses with respect to the breeding of the Mare, this Agreement and the shipment and collection of the semen, including but not limited to consequential damages, lost breeding opportunities or lost profits. Mare Owner agrees and acknowledges that Stallion Owner has not made and does not make any representation or warranty as to the quality or conformation of the foal or that the foal will be free of any infirmity, conformation defect, disease or inherited train. STALLION OWNER DISCLAIMS ANY WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN CONNECTION WITH THIS AGREEMENT AND THIS BREEDING. The parties hereto specifically agree if a dispute between Mare Owner and Stallion Owner arises, Mare Owner’s damages, expenses, costs and fees including attorneys’ fees for such dispute, whatever the nature of the dispute shall be limited to an amount equal to the breeding fee specified herein.
12. **DISPUTES**: Any dispute arising from this Agreement will be governed by the laws of Colorado. Any suits arising from this Agreement must be filed in Loma, Colorado. Stallion Owner is entitled to attorneys’ fees, paralegal fees, accountant fees, or any other costs incurred in the enforcement of this Agreement.
13. **MISCELLANEOUS:** Parties agree that this constitutes the entire agreement between both parties. This Agreement cannot be amended unless in writing and signed by both parties. This Agreement shall be binding on the parties’ heirs, personal representatives, successors, and agents. Mare Owner acknowledges that failure of Stallion Owner to require performance of any provision of this Agreement shall not affect Stallion Owner’s right to later require performance nor shall a waiver of any breach or

**Mare Owner Information**

Mare Owner Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_State \_\_\_\_\_\_\_\_ Zip \_\_\_\_\_\_\_\_\_\_\_

Telephone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Payment Information

Name on Card\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Credit Card\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Exp Date\_\_\_\_\_\_\_\_\_\_

CVV\_\_\_\_\_\_\_\_\_\_\_\_\_ Billing Zip\_\_\_\_\_\_\_\_\_\_\_