

A Sharp Frenchman

2013 Shipped Cooled Semen Contract

THIS AGREEMENT, made on the date last shown below by and between Rhonda Jones ("STALLION OWNER") and the undersigned Owner or Lessee of the mare described below ("MARE OWNER"):

1. **BREEDING:** The MARE OWNER hereby engages one service by shipped semen to A SHARP FRENCHMAN (the Stallion) for the following Mare for the 2013 breeding season:

NAME OF MARE

REGISTRATION NUMBER

2. **BREEDING FEE AND BOOKING FEE:** The Breeding Fee shall be _____, which includes a nonrefundable booking fee of _____, payable with this Agreement. This reserves the right to a breeding to the Stallion for the 2013 breeding season. Prior to shipment, the MARE OWNER must pay the following: booking fee, balance of the stud fee, and a \$250.00 collection fee.
3. **SHIPPING FEES:** Semen will be shipped by FedEx Express Priority Overnight Service. All shipping & delivery fees are at owner's expense. No deposit for shipping containers is required by STALLION OWNER, however, if containers are not returned within 5 days, a penalty of \$10 per day will be applied.
4. **COLLECTION:** Requests for semen must be received the day before a regularly scheduled breeding day. These are to be made to the office of Dr. Robert L. Leonard, @ (417) 256-9235. Collection days are Monday, Wednesday & Friday (unless a federal holiday, due to carriers not picking up on holidays). A \$250.00 fee is charged per collection to cover collection and processing. STALLION OWNER'S responsibility is to ship semen in viable condition to the MARE OWNER. Mare must be inseminated on the date of delivery by a licensed veterinarian. The semen may be used for the designated mare only.

5. **CONDITION AND OWNERSHIP:** MARE OWNER represents and warrants that the Mare is in sound breeding condition and free of disease and infection. MARE OWNER certifies that the address of record for shipment is a facility suitable for and with a veterinarian competent in, equine artificial insemination. If multiple shipments are requested, STALLION OWNER reserves the right to request a negative uterine culture, cytology, or biopsy prior to sending further shipments. A copy of the Mare's certificate of registration reflecting the ownership of the Mare by the MARE OWNER should be submitted with this Agreement. If the MARE OWNER is a lessee of the Mare, then MARE OWNER should also submit a copy of this lease agreement or other document reflecting recognition by the applicable breed registry of that lease.
6. **LIVE FOAL GUARANTEE:** The MARE OWNER is guaranteed one "live foal", meaning a foal which stands, nurses, and lives for 24 hours. If the Mare proves barren, aborts her foal or the foal is stillborn, a return season will be provided for the subsequent year only, provided proper notification is given. Proper notification shall be a written certification by a licensed veterinarian within seven days, that the Mare has produced a nonviable foal. Rhinopneumonitis vaccinations must be administered on the 5th, 7th and 9th months or in the manner and frequency based on the written recommendation of the Mare's veterinarian. FAILURE TO PROVIDE SUCH VACCINATIONS VOIDS THE LIVE FOAL GUARANTEE.
7. **MULTIPLE FOALS:** The payments provided are for one foal for this breeding season from this Mare. Should more than one embryo or foal result from a breeding, MARE OWNER shall pay an additional breeding fee for each additional embryo or resulting foal. No breeding certificate for any foal shall be issued without such additional payment.
8. **SUBSTITUTION:** If the Mare dies before being settled, then this Agreement shall terminate and the Breeding Fee (not including the Booking Fee) shall be refunded to the MARE OWNER. Another mare may be substituted only upon the express written consent of the STALLION OWNER.
9. **BREEDERS CERTIFICATE:** Upon notification of birth of a live foal, full payment of all fees and expenses, and the performance of all other

obligations of MARE OWNER under this Agreement, STALLION OWNER shall issue a breeder's certificate to the MARE OWNER.

10. **AGREEMENT:** This Agreement: a) may neither be assigned nor transferred in any other manner, absent the express written permission of STALLION OWNER; b) constitutes the entire agreement of the parties; c) supersedes all other agreements or understandings between the parties; d) may not be amended in any manner other than in a writing executed by both parties; e) shall be interpreted in accordance with the laws of the State of Missouri; and f) shall be binding upon the heirs, personal representatives, successors, and permitted assigns of the parties. The 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 default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
11. **BINDING EFFECT:** This Agreement shall become binding when: a) MARE OWNER has paid the booking fee and sent to STALLION OWNER a signed copy of this Agreement together with a copy of the Mare's Certificate of Registration (and, if applicable, documents concerning the lease of the Mare); and b) STALLION OWNER accepts and so notifies MARE OWNER.

Signature of MARE OWNER
(or Lessee)

Printed Name of Mare Owner
(or Lessee)

Accepted this _____ day of _____ 2013

Rhonda Jones (STALLION OWNER) _____
417-257-9501 asharpfrenchman@gmail.com
P.O. Box 1611
West Plains, MO 65775

