

TRANSPORTED COOLED SEMEN CONTRACT

HAPPY HARMONY

This *STALLION BREEDING CONTRACT FOR TRANSPORTED COOLED SEMEN* for the breeding season of _____ made and entered into this _____ day of _____ is by and between Janet Harmon and Doug Carter, herein designated as Stallion Owner, and _____, herein designated as Mare Owner to breed the mare, (mare's name) _____ Reg.

No. _____ to the Stallion **HAPPY HARMONY** Reg. No. 3660762, for a Stud Fee of \$350 for a live foal, subject to the following conditions:

1. The stallion service fee is \$350, \$100 of which is payable at the date of execution of this contract as a non-refundable booking fee. The balance of \$250 will be paid prior to semen being shipped. There is a \$150 collection fee per shipment. Additional charges will be made for a deposit on the shipping container (\$250). The deposit will be returned to the mare owner in full if the container is returned with all parts to the stallion owner within 5 business days of breeding date. If it is not returned within 5 business days, a charge of \$25 per day will be charged. FedEx charges will be billed after shipping by the veterinarian. PayPal payments may be made through our website www.barefootfarms.net. Collection days will be Monday, Wednesday and Friday. Barefootfarms must be notified by 10:00 AM Central Time the day the shipment is to be made. If you leave a semen order on voice mail, please be sure to get confirmation from the farm. Farm Telephone: (618 548 6956)
2. If a mare fails to settle for any reason, Mare Owner will hold the Stallion Owner harmless. Mare Owner agrees to give Stallion Owner ample opportunity to settle mare. Stallion Owner will agree to furnish Mare Owner enough semen for (2) inseminations per shipment per cycle. There will be no more than (6) total shipments per mare per breeding season. The Mare Owner has the opportunity to return for the following breeding season or substitute another mare if the chosen mare described above does not produce a live foal.
3. It is the Stallion Owner's responsibility to provide Mare Owner with enough semen for (2) inseminations when available in an industry standard container, with the industry standard number of viable spermatozoa per shipment.
4. This contract contains a "Live Foal Guarantee". A live foal is defined as a newborn foal which stands and nurses. If the foal is born dead, there are return privileges only if Stallion Owner is notified within (20) days and receives a veterinarian statement confirming death. If after being pronounced "safe in foal" should the mare miscarry, abort or prove barren, Mare Owner has the privilege to return her the following breeding year. Guarantee is null and void if Mare Owner does not give Stallion Owner ample opportunity to settle mare. There is no live foal guarantee for second year rebreeds.
5. A "Breeders Certificate" will be issued for the foal conceived by this mating when all stallion fees and other associated expenses have been paid in full and the above mentioned mare has produced a live foal by this mating.

(2)

6. It is further agreed that should stallion die, be sold by owner or become unfit for service prior to settling the mare, that the stud fee less the booking fee and expenses owed will be refundable if it has been paid in full, thereby canceling this entire contract. If mare dies or becomes unfit to breed before being pronounced safe in foal, the Stallion Owner has the option to accept another mare as a replacement.

7. This contract is non-assignable and non-transferable.

8. This contract is entered into in the State of Illinois and will be governed by the laws of the State of Illinois. All accounts are due and payable in Marion County Illinois in US dollars.

9. This contract represents the entire agreement between both 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 Barefootfarms and a copy will be provided to the Mare Owner.

10. The signing of this contract entitles Stallion Owner to charge 10% annual interest on all past due invoices. Past due billing is defined as those amounts not paid within 30 days of invoicing.

11. When Stallion Owner and Mare Owner have signed this contract, it will become binding by both parties, subject to the above terms and conditions.

Mare Owner (or Authorized Agent) Signature: _____

Date: _____

Name (printed) : _____

Telephone: _____

Address: _____

This reservation and mare approved by: _____ Date: _____

Janet Harmon and Doug Carter

Barefootfarms, 3651 Purcell Road, Salem, Illinois 62881 618 548 6956

