

TRANSPORTED COOLED SEMEN STALLION CONTRACT



Michael and Sandra Ellis
1752 Co Rd GG
Neenah, WI 54956
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This agreement is made and entered into this _____ day of _____, 20____ by and between _____ herein referred to as Mare Owner and **Ellis Quarter Horses**.

1. The mare owner has agreed to breed the mare (Registered Name) _____ and **(Registration Number)** _____ to the Stallion **CLASSICALLY**, AQHA # 5092266 standing at **Ellis Quarter Horses** during the 20 _____ breeding season. The breeding season shall be between February 1st to June 1st of 20 _____.

2. The Mare Owner agrees to pay a stallion service fee of \$1,500.

3. A non refundable booking fee of \$500.00 is due at the signing of this contract. The balance of \$1,000 plus shipping fees are payable prior to any shipment of semen. The balance being due prior to the first shipment of semen.

4. The Mare Owner will send a complete current copy of the mare's registration papers with this contract as well as any necessary lease information or documentation needed.

5. All shipments of semen will be subject to a collection and shipping fee of \$250.00. Counter to counter \$350.00. All payments must be made prior to shipping. **Ellis Quarter Horses** requires that the Mare Owner notify us no later than 8:00 p.m. central time the evening before the shipment of semen is to be shipped.

6. Semen is subject to availability. Orders will be filled in the order in which they come in for that collection. If we are unable to send semen to your mare on a particular day, you will be at the top of the list for the next collection day. Every effort will be made to fill all orders, but we ask for your understanding when demand exceeds the supply. **Ellis Quarter Horses** will not be held liable if the mare is missed due to the shortage of semen.

7. **Ellis Quarter Horses** offers a (LFG) Live Foal Guarantee from this mating. Should the foal not stand and nurse, the mare owner will be entitled to return privileges the following breeding season. The breeding fee and any additional payments are non-refundable. The return service the next breeding season is not transferable to another party. Upon the loss of the foal, the mare owner shall provide **Ellis Quarter Horses** a statement from the attending veterinarian stating the mare did not produce a live foal.

8. Should the stallion die or otherwise become unfit for breeding, this contract shall be null and void. If the mare should die or become unfit for breeding, this contract shall be null and void unless written approval from **Ellis Quarter Horses** grants the use of a substitute mare. This privilege can only be extended by **Ellis Quarter Horses**. Attempts to assign or substitute another mare without prior written consent of **Ellis Quarter Horses** shall terminate this Agreement and release Ellis Quarter Horses from its obligations.

9. **Ellis Quarter Horses** will issue a breeder's certificate when notified of the birth of the foal resulting from this breeding, providing that the mare owner has no outstanding debt to **Ellis Quarter Horses**. In the even of a debt, the breeder's certificate will only be issued once the debt has been paid in full.

10. **Ellis Quarter Horses** is not responsible for lost, delayed or damaged semen caused by the shipping company, and makes no representation or warranties of any kind with respect to semen, except that it is the above stallion's semen and was viable at the time of shipment.

11. This contract is not valid unless completed in full. When signed by both parties, the contract will be binding and subject to the above conditions. The contract is entered in the state of Wisconsin under the laws of Wisconsin and venue in Winnebago County, Wisconsin.

12. This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied are included unless specifically stated in this written contract. When mare owner or agent and **Ellis Quarter Horses** sign this contract, it then be binding on both parties, subject to the above terms and conditions.

Written conditions different from above stated contract: _____

APPROVED AND AGREED UPON BY:

Ellis Quarter Horses

and

Mare Owner and/or Agent

By: _____
(Ellis Quarter Horse Representative)

By: _____
(Sig nature of Mare Owner and/or Agent)

Date: _____

Date: _____

(PLEASE PRINT ALL INFORMATION BELOW)

Name of Mare Owner (as it appears on Registration Papers) _____

Mare's Name and Registration Number _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Cell/Mobile _____ Email _____

SHIP SEMEN TO: (If different than above address – PLEASE PRINT)

SHIP SEMEN TO: (Name of Facility) _____

Contact Person _____

Semen Shipping Address - (No P.O. Box) _____

City _____ State _____ Zip _____

Phone _____ Cell/Mobile _____ Email _____

SATURDAY DELIVERY ADDRESS IF DIFFERENT FROM WEEKDAY DELIVERY ADDRESS

SHIP SEMEN TO: (Name of Facility) _____

Contact Person _____

Semen Shipping Address - (No P.O. Box) _____

City _____ State _____ Zip _____

Please sign and return all pages of this contract, a copy of your mare's papers and the \$500.00 booking fee to:

Ellis Quarter Horses
1752 Co Rd GG
Neenah, WI 54956

Ellis Quarter Horses will sign the contract and send a copy back to you for your file.