



Cooled Transported Semen Contract

39 Toepperwein Rd. ~ Boerne, TX 78006 ~ 830-249-7838 ~ Fax 830-443-4153 ~ www.4rperformancehorses.com

I hereby agree on _____ day of _____ to breed the mare, _____
Registration number _____, to the stallion _____
Registration number _____, for the _____ breeding season.

1. The stallion fee is \$ _____ which includes a non refundable booking fee of _____ which is payable at the time this contract is signed and returned. The balance of the stallion fee and first shipping fee must be paid in full prior to shipment.
2. A photo copy of both sides of the registration papers on your mare must accompany this contract. The owner recorded on the registration papers will be the owner recorded on the stallion report.
3. 4R collects stallions on an every-other-day basis. We will not make exceptions. This is to preserve stallion fertility throughout our breeding season. 4R's breeding season exists February 15th through July 15th.
4. A request for a shipment of cooled transported semen must be received by 5:00 PM the night prior to shipping, and for a regularly scheduled breeding day. Weekend deliveries are subject to scheduling availability. All requests for semen shipments shall be filled as received, subject to availability. If there is insufficient semen to fill all orders on a given day, the attending veterinarian will determine which orders are to be honored. This decision will be based on information provided by the purchaser's veterinarian. Cancellations must be made by 7:30 AM (Central Time) shipping day. Failure to cancel will result in a \$200.00 shipping charge. Cancellations may be made by telephone or fax. Mare owners shall receive up to three (3) shipments of cooled semen for the listed stallion service fee. Semen may be used for the designated mare only.
5. This contract contains a "Live-Foal Guarantee". A live foal is described as a newborn foal which stands and nurses without assistance. If a foal is born dead, or the mare absorbs/aborts a predetermined pregnancy there are return privileges, only if 4R is notified within thirty (30) days and receives a statement confirming this. Booster Rhinopneumonitis be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. Failure to do will void live foal guarantee. A Live-Foal Guarantee" will apply only to those mares that are certified in foal by a licensed, attending veterinarian. Confirmation of such a pregnancy in the form of documented ultrasound picture or letter from the attending veterinarian must be received by October 1 of the breeding year or the mare will not be included in the stallion report.
6. If the mare absorbs or aborts a pregnancy after having been pregnancy checked in foal, or if the mare fails to conceive during normal breeding season, 4R agrees to breed the same mare again during the immediately following year's breeding season. There is a charge of \$500.00 for re-breed expenses. As substitute mare, accepted by 4R, may be used ONLY if the original mare is deceased or deemed unfit for breeding by an accredited veterinarian.
7. Embryo Transfers. If more than one embryo is produced from a Stallion breedin under this agreement and if multiple embryos are transferred, then the Mare owner must notify the Stallion Manager within 48 hours of transfer of the embryo(s). If embryo transfers result in multiple pregnancies, then the Mare Owner must pay the Stallion Manager additional Stallion fees for EACH pregnancy before any Breeders certificates will issued.
8. A Breeder's Certificate will be issued for the foal conceived as a result of the breeding. The Breeder's Certificate will be issued only after all the expenses have been paid in full and after the foal is born and has been reported to 4R.

9. Neither 4R Performance Horses, Todd Martin Performance Horses, nor any of its officers or employees shall be liable for damages as a result of damage to the semen or as a result of a mare failing to settle. 4R's sole liability under this contract is in the event the stallion should die or become unfit for breeding purposes this contract shall terminate and any money paid on stallion fee, except the non-refundable booking fee, shall be refunded to the Mare Owner.

10. When signed by both parties this document will become a legally enforceable contract, binding upon both parties. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the State of Texas and shall be construed and enforced under the laws of the State of Texas Law (Chapter 87, civil practice and remedies code), and equine professional is not liable for any injury or death of a participant in equine activities resulting from the inherent risk of equine activities.

Mare Owner _____
Printed Name

Mare Owner _____
Signature

Stallion Manager _____
Todd Martin

Mare Owner Address: _____

Telephone Number: _____ Fax Number _____ Email: _____

FEE SCHEDULE

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|--------------|--|
| Shipment Fee | \$250 plus Fed Ex Charges |
| Shipment Fee | \$250 plus Air charges |
| Chute Fee | \$200 for mares bred at Retama Equine Hospital |