

## DISCLAIMER

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## **SHIPPED SEMEN AGREEMENT**

1. **PARTIES.**

This Installment Sale Agreement (the "Agreement") is being entered into this \_\_\_\_\_ day of \_\_\_\_\_ (Month, Year) (the Effective Date) by  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
("Stallion Owner") and  
Name: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_  
("Mare Owner").

2. **USE OF SEMEN.**

The Mare Owner has contracted to breed the following Mare:

Registered name of mare \_\_\_\_\_  
Color and markings: \_\_\_\_\_  
Breed \_\_\_\_\_  
Breed Registry \_\_\_\_\_ and Reg. No: \_\_\_\_\_.

To the following Stallion:

Registered name of Stallion: \_\_\_\_\_  
Color and makings: \_\_\_\_\_  
Breed \_\_\_\_\_  
Breed Registry \_\_\_\_\_ and Reg. No. \_\_\_\_\_.

Mare Owner may not substitute another mare in place of the mare specified above unless Stallion Owner consents in writing.

3. **FEES.**

The Mare Owner agrees to pay the sum of \$\_\_\_\_\_ for each collection and shipment of cooled semen. This fee shall include all collection fees container and shipping expenses All subsequent shipments of cooled semen from the same Stallion in the event that the Mare does not settle shall be billed at the same rate.

4. **TIMING OF SHIPMENT.**

Cooled semen will be shipped within \_\_\_\_\_ hours of collection in bio flight containers. The Stallion Owner requires at least 48 hours notice that your mare is

due to come into heat and you will need cooled semen. This will be necessary in order to schedule collection days.

The Mare Owner represents that the cooled semen shall be shipped to the following address: \_\_\_\_\_  
\_\_\_\_\_.

Mare Owner assumes all risk of loss or damage to the shipped semen. Stallion Owner's only obligation is to collect the semen and ship it to the designated address as set forth above.

5. **PAYMENT.**

No cooled semen shall be shipped until payment is made in advance.

6. **TERMS AND CONDITIONS OF ARTIFICIAL INSEMINATION.**

The Mare Owner agrees that the artificial insemination or breeding must be done at a qualified breeding facility under strict supervision of an approved veterinarian or equine reproductive specialist and the Mare shall be examined by ultrasound to assess breeding status.

Mare Owner represents that the approximate date the Mare is expected to be bred is \_\_\_\_\_. The Mare Owner shall have its veterinarian confirm that the Mare has ovulated and that the Mare will be ultra sounded no later than \_\_\_\_\_ (days) post-ovulation.

7. **BREEDING SEASON.**

For purpose of this Agreement, breeding season begins on \_\_\_\_\_ and ends on \_\_\_\_\_.

8. **BREEDER CERTIFICATE.**

A breeder's certificate shall be issued upon notification of the birth of the Foal provided all accounts have been paid in full by the Mare Owner.

9. **WAIVER OF LIABILITY AND ASSUMPTION OF RISK.**

**9.1. Limitation of liability and assumption of risk. Mare Owner acknowledges that there are inherent and numerous risks associated with breeding a mare and Mare Owner agrees to bear these risks, including but not limited to illness, injury or disease, to the mare. Furthermore, even though mare may become pregnant, the mare may not give birth or the mare's foal may be stillborn, have defects or become ill, injured or die. Mare Owner**

**agrees that except in the event of Stallion Owner's gross negligence or willful conduct, Stallion Owner and its officers, members, employees, directors or agents shall not be liable for any special incidental, indirect or consequential damages arising out of any transaction or activity arising out of this agreement.**

10. **REQUIRED DOCUMENTATION.**

A copy of both sides of the registration papers of the above named Mare must accompany this Agreement along with the required Booking Fee.

11. **GENERAL PROVISIONS.**

11.1. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

11.2. Choice of Law. This Agreement shall be governed by the laws of the State of \_\_\_\_\_. Any legal action commenced to enforce or interpret this Agreement shall be brought in state or federal courts with the appropriate jurisdiction, located in \_\_\_\_\_ (County) \_\_\_\_\_ (State). The parties hereto consent to both venue and jurisdiction.

11.3. Waivers. No waiver by Stallion Owner of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Mare Owner of the same or any other provision.

11.4. Covenants and Conditions. Each provision of this Agreement to be performed by Mare Owner shall be deemed both a covenant and a condition.

11.5. Headings, Terms. The headings and under-scorings contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The words enclosed in quotation marks shall be construed as defined terms for purposes of this Agreement. The terms "Stallion Owner" and "Mare Owner" shall be construed to mean, when required by the context, the directors, officers, members, employees, invitees, servants and agents of Stallion Owner or Mare Owner.

11.6. Attorney's Fees. If either party named herein brings an action to enforce the terms of this Agreement or to declare rights hereunder, the prevailing party in any such action, on trial, arbitration or appeal, shall be entitled to reasonable attorney's fees and costs to be paid by the losing party as fixed by the court or arbitrator.

11.7. Execution and Delivery. This Agreement shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

11.8. Relationship of Parties. This Agreement does not create the relationship of principal and agent, a partnership or joint venture.

12. **ENTIRE AGREEMENT.**

This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

13. **COUNTERPARTS.**

The Agreement may be executed in any number of counterparts, each of which shall be deemed an original. All of which together shall be deemed as one and the same instrument.

Mare Owner:

Stallion Owner:

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: \_\_\_\_\_  
(printed)

Name: \_\_\_\_\_  
(printed)