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### Transported Cooled Semen Breeding Contract

This Shipped Semen Breeding Contract for the **2025** Breeding Season is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 202\_ by and between **Nicole Robosson** hereinafter referred to as **Breeder**, and \_\_\_\_\_, hereinafter referred to as **Mare Owner**. Mare Owner agrees to have a knowledgeable party inseminate the **Mare** \_\_\_\_\_, Registration # \_\_\_\_\_ Breed Association \_\_\_\_\_ with shipped cooled semen from the Stallion, **Capitol Gain** AQHA Registration # 5920138 and APHA#01091580 owned by Nicole Robosson, hereinafter referred to as **Stallion**, for the following Service Fee(s)

	Shipped Semen Service Fee for Stallion: \$1,250.00 (\$500 Booking Fee + \$750 Balance)
+	Additional Shipping Cost(s): \$ actual cost of overnight shipping via FedEx
+	Collection Fee: \$275
=	Total Cost: \$ _____ (due before first shipment of semen will be sent)

1. It is understood that Breeder may limit the number of shipped semen doses for any breeding date period. Priority for shipped semen will be based upon date full payment was received. Breeder cannot guarantee semen on any particular date Mare Owner may need it. Mares stabled with Breeder at farm will be given breeding priority over shipped semen mares.
2. Additional shipping expenses will be at Mare Owner's expense. This included **ALL** shipping charges. The charge for an overnight delivery is \$ actual cost of overnight shipping via FedEx. **All shipping charges must be paid IN FULL before Breeder will ship semen to Mare Owner/agent(s).**
3. Due to the high demand during the breeding season, disposable shipping containers must be returned to Paradise Pines within 7-days' time (if first shipment), or Mare Owner will be charged \$25 replacement value.
4. Each semen shipment will be guaranteed by Paradise Pines to contain enough live sperm cells to inseminate one mare only. Any attempt to breed more than one mare with a single shipment will void this contract. One dose of semen will be shipped to Mare Owner unless Breeder has an excess number of doses that breeding day. **Extra doses may be sent, but are not guaranteed.** Mare Owners should not assume that, if more than one dose is sent on a particular day, that the following shipment will also contain an extra dose.
5. Ordering and confirming the availability of shipped semen is the responsibility of the Mare Owner.
  - A. **Collection days are Mondays, Wednesdays, & Fridays, beginning February 3, 2025 through June 30, 2025.. There will be no additional collection days.**
  - B. Advance notice of general shipping date is required to guarantee the availability of semen.
  - C. Once anticipated shipment date has been established, a confirmed semen order must be made **before 8 AM EST** of the collection day. Paradise Pines cannot guarantee semen availability for late calls. Any late calls that do result in a shipment of semen will be subject to a \$50 late courier charge before shipment.
  - D. Requests for shipment of semen **WILL NOT** be taken through any social media website under any circumstances (i.e: Facebook). Orders must be placed by phone to the number listed above, along with a follow-up text to phone number, if possible.
  - E. Paradise Pine's preference is to send semen shipments overnight via FedEx or UPS. Paradise Pines is not responsible for shipments once they leave our care and custody. Mare Owners will be charged for any extra costs associated with using one particular carrier over another.
6. **The Breeding Fee and additional shipping fees must be received by Paradise Pines before semen will be shipped to Mare Owner. The \$500 Booking Fee is non-refundable. The Stallion Fee is to be paid directly to Paradise Pines.**
7. The Stallion Owner offers a Live Foal Guarantee (LFG) from the breeding purchase with this contract. A Live Foal is defined by Paradise Pines as a foal that stands on its own and nurses within 24 hours of birth. Should Mare not produce a Live Foal, the LFG will ensure Mare Owner a breeding for the **following season (2026) only**. A chute fee or re-breed fee may apply.
8. Mare Owner agrees to pay any chute fee or re-breed fee in addition to shipping charges before a re-breed will be honored.
9. At the Stallion Owner's and/or Breeder's discretion, Mare Owner may be required to bring Mare to Paradise Pines or another facility of Breeder's choosing for breeding and/or re-breeding.
10. A Breeder's Certificate will be issued from the Foal produced from this breeding, when Service Fee and all other expenses incurred while breeding Mare have been paid in full and when mare has produced a Live Foal.
11. Should Mare undergo an Embryo Transfer (ET) procedure and produce multiple embryos from one or more inseminations to Stallion or produce multiple foals naturally, Mare Owner will be responsible for multiple Service Fees, equal to the number of foals produced from the mating. Should mare produce multiple embryos through ET, Mare Owner is obligated to inform Paradise Pines of the existence of multiple embryos within 90 days of multiple embryos being flushed from Mare. Mare Owner will be responsible for

additional Service Fee(S) at that time. Should mare produce multiple foals naturally, Mare Owner is responsible for additional Service Fee(s) when foal(s) are considered Live Foals under the term LFG.

12. Both parties agree that the Breeder, their agents or employees are not liable for death, sickness and/or accident to Mare resulting from this breeding.

13. It is further agreed that should the Stallion die or become unfit to breed prior to settling the Mare, that ½ of the breeding fee will be refunded by the Stallion Owner, if Service Fee has been paid in full, thereby cancelling this entire contract; or if the Mare dies or becomes unfit to breed before settling, the Breeder has the option to either a) accept another mare as replacement or b) cancel this contract.

14. All parties agree to follow their particular Breed Association Rules and Regulations with regard to the shipment of cooled and transported semen.

15. This contract is non-assignable and non-transferable with the express written consent of the Breeder.

16. Should either party breach this contract, the breaching party shall pay the other's court cost and attorney's fees related to such breach.

17. This contract is entered into and will be interpreted under the laws of the State of North Carolina, county of Stokes, and will be enforced under the laws of such. If any clause is against North Carolina State law, that clause shall be null and void. The balance of the contract will remain in force.

Is mare in foal? \_\_\_\_\_ If in foal what is the approximate due date? \_\_\_\_\_

When do you intend to begin breeding your mare? \_\_\_\_\_

Will you be doing Embryo Transfer? \_\_\_\_\_ Do you intend to flush multiple embryos? \_\_\_\_\_

Will you be breeding to other stallions to obtain embryos? \_\_\_\_\_

Comments: \_\_\_\_\_

Mare Owners Signature: \_\_\_\_\_

Mare Owners Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_

Breeders Signature: \_\_\_\_\_

Breeders Name (Printed): \_\_\_\_\_

Date: \_\_\_\_\_

**\*\* Please include a copy of your mare registration papers with this contract\*\***

**We accept MasterCard/Visa/American Express/Discover, PayPal, Venmo, Zelle and Check**

**4% fee for Credit Cards and PayPal**