



POWELL QUARTER HORSES

Klamath Falls Oregon

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2019 FROZEN SHIPPED SEMEN CONTRACT CATS FULL MOON

- 1. Powell Quarter Horses** reserves one breeding to **Cats Full Moon** AQHA Reg #4529884 (Herda N/H) for the Mare _____, Reg. # _____ for the Breeding Fee of \$ **2000.00**, plus Chute Fee of \$**650** (Made payable to Powell Quarter Horses) during the 2019 breeding season. **A separate contract is required for each breeding to this mare if more than one pregnancy (via embryo transfer) is desired.**
2. Owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The Owner agrees to use the semen shipped solely to breed the mare specified.
3. Frozen semen only will be available for this breeding contract. Chute Fees are non-refundable.
4. The Breeding Fee and Chute Fee as specified above shall be paid prior to the first shipment of semen. The Chute Fee includes the 1st shipment of semen via Fed Ex Standard Overnight. Additional Fed Ex shipments are \$**300** each and must be paid prior to shipment.
5. Owners requesting frozen semen should expect to receive two doses. Any unused frozen semen remains the property of the stallion owner and must be returned to BVSS at the mare owners' expense.
6. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare. **THIS RE-BREED SHALL APPLY ONLY IF POWELL QUARTER HORSES IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH.** Powell Quarter Horse's sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Chute Fees for the mare, under the same terms set forth in this contract.
7. If the mare proves not to be in foal as a result of this contract or if the foal does not stand and nurse, Powell Quarter Horses has the option to re-breed the mare the following year only. All re-breeds must pay a Chute Fee. **2nd year re-breeds will be at the discretion of the stallion owner, additional breeding fees may apply.**
8. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding, it will be the responsibility of the Mare Owner to notify Powell Quarter Horses of number

transferred. **If multiple embryos are desired and it takes more than one breeding, an additional contract is required for each breeding. If ISCI procedure is used to produce multiple embryos, it will be at the discretion of the stallion owner to determine applicable fees. Please notify Powell Quarter Horses with insemination dates and status (In Foal/Open) of your mare at the end of the breeding season.** Stallion Breeding Reports are prepared immediately after the end of breeding season.

9. If Mare Owner desires to do a **frozen embryo**, it will solely be their responsibility to pay all nomination fees. **It is also the Mare Owner's responsibility to notify Powell Quarter Horses when the frozen embryo is utilized.**
10. TO OBTAIN A "BREEDER'S CERTIFICATE" YOU MUST NOTIFY POWELL QUARTER HORSES OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. The Stallion owner is responsible for signing the Breeder's Certificates.
11. HERDA GUARANTEE: In the event the mare tests N/Hr for the HERDA gene, a hair sample of the foal produced from this mating must be tested at an approved laboratory before it reaches one (1) month of age. If the foal tests H/H for the HERDA gene, the Owner must return registration papers of the foal and a signed transfer to Powell Quarter Horses. If the foal has not been registered the Breeder's Certificate must be returned. Upon receipt, the Stallion Owner will issue a re-breed for another mare belonging to the same Owner that tests N/N for The HERDA gene.
12. Owner shall hold Powell Quarter Horses harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of, or connected in any way with Shipped Semen Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
13. If it should become necessary for Powell Quarter Horses to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the Owner will pay Powell Quarter Horses all expenses and costs, including reasonable and necessary attorney's fees incurred by Powell Quarter Horses in enforcing this contract.
14. Any dispute related to this contract will be governed by the laws of the State of Oregon and venue of any dispute arising from this Contract shall be in L\Klamath County, Oregon.
15. This contract is non-transferable nor assignable without prior written consent from Powell Quarter Horses.
16. **DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO POWELL QUARTER HORSES PERSONALLY TO ORDER SEMEN.**
17. **ALL SHIPPING BOXES MUST BE RETURNED to GOODELL VETERINARY, 7509 S 6th ST Klamath Falls Oregon 97603 at the mare owner's expense within 5 days of shipment. If the cryo-cube is NOT returned, the Mare Owner will be charged for replacement value.**
18. **All International and US Clients must pay with US Funds via Credit Card (3% Surcharge for MC, VISA, DISCOVER or 4.5% for AmEX), or check from a US Bank account.**

Mare Owner: _____ Powell Quarter Horse/Agent: _____

Address: _____ Powell Quarter Horses Signature _____

City/State/Zip: _____ Acceptance Date: _____

Phone#: _____ E-mail: _____

Owner/Agent
Signature: _____ Date: _____