



POWELL QUARTER HORSES

Klamath Falls Oregon

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2019 SHIPPED SEMEN CONTRACT CATS FULL MOON

1. POWELL QUARTER HORSES hereby reserves one breeding to CATS FULL MOON , AQHA Reg #4529884 (Herda N/H) for the Mare _____, Reg # _____ for the Breeding Fee of \$2,000, plus Chute Fee of \$650 (Made payable to Powell Quarter Horses) during the 2019 breeding season, Feb 1st to July 15th . 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. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. 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 or Priority Overnight OR up to (2) Pick-Ups. Fees for Additional shipments are: Pick-up \$100; Standard Overnight Fed-Ex \$250; and \$200 courier fee. Stallions are collected from Feb 1st to July 15th on a set schedule. A collection schedule is attached.
5. Semen orders must be placed by 9 am the day prior to shipment. If the order is cancelled after 8 am PST the day of collection, that collection will be considered the collection included with the Chute Fee. If it was an additional collection the Owner will be charged an additional \$250.
6. There is no guarantee of semen delivery within a certain time period nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, Powell Quarter Horses will ship shipments on a first ordered, first serve basis.
7. Depending on demand, Owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, mare owner has the option of receiving frozen semen if available. Any unused frozen semen remains the property of the stallion owner and must be returned to Powell Quarter Horses at the mare owners' expense. All unused frozen semen will be returned to Goodell Veterinary, 7509 S. Sixth St Klamath Falls, Oregon. Arrangements to return unused frozen semen must be made through Goodell Veterinary 541-882-4556
8. 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. 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. Powell Quarter Horses has the option to require that the mare be brought in-house for the re-breeding. Mare owner will be responsible for all expenses accrued at Goodell Veterinary for in-house re-breeds. **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.**

9. 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. Please notify Powell Quarter Horses with the status (In Foal/Open) of your mare by the end of the breeding season. Stallion Breeding Reports are prepared immediately after the season. **If ICSI procedure is used to produce multiple embryos**, it will be at the discretion of the stallion owner to determine applicable fees.
10. If the 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.
11. TO OBTAIN A "BREEDERS 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.
12. Owner shall hold Stallion Owner Powell Quarter Horses and Goodell Veterinary 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 Klamath County, Oregon.
15. This contract is non-transferable or 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 OR GOODELL VETERINARY PERSONALLY TO ORDER SEMEN.**
17. **ALL SHIPPING BOXES MUST BE RETURNED to Goodell Veterinary, at the mare owner's expense within 5 days of shipment. If shipping boxes are not returned 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: _____ BVSS/Agent: _____ Deanna Powell _____

Address: _____ Powell Quarter Horses _____

City/State/Zip: _____ Acceptance Date: _____

Phone#: _____ E-mail: _____

Owner/Agent Signature: _____ Date: _____