The STALLION BREEDING CONTRACT for the breeding season of 2020 is made and entered into this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_, and is between ND BAR QUARTER HORSES (Jason &/or Jennifer Jensen), hereinafter designated Breeder, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Reg. No \_\_\_\_\_\_\_\_\_\_\_, to the stallion HIGH ON CORONA, No. 4356141 for the fee of $ 1250.00 for a live foal, subject to the following conditions.  **The stallion fee includes a non-refundable booking fee of $250.00, payable with this contract.** All accounts are due and payable in U.S. Dollars.

1. **CHARGES.** **Prior to shipment of cooled semen to its insemination point, Mare Owner agrees to pay in full Stallion Service Fee (Payable to Jason &/or Jason Jensen). First shipment, collection and shipping fees will be waived. For subsequent shipments of cooled semen, Mare Owner agrees to $300 collection fee, including applicable courier and shipping** (Federal Express priority overnight) **fees prior to shipment of cooled semen. Same day and Canadian shipments will be billed according to current Federal Express Overnight, United Cargo Counter To Counter or Delta Counter To Counter rates**. Mare Owner understands that the shipping container is the sole property of breeder and Mare Owner has no ownership rights in the container or its contents whatsoever. Should Mare Owner fail to promptly return the shipping container to the breeder, the Mare Owner agrees to pay for its value in an agreed upon amount of $300.00. Any unpaid expenses shall bear interest at the rate of eighteen percent (18%) per annum until paid. The unpaid balance of each account is due and payable with ten (10) days following receipt of the monthly statement. Any past due account which shall not be paid within (30) days of billing shall be subject to collection action, including costs **which** shall be incurred in the collection of this balance. In no event will the shipment be prepared for transfer unless the Mare Owner has provided Breeder advance notice by 9:00 AM CDT and all charges due and payable hereunder have been paid in full. Stallion fee and collection/shipping fee must be paid in full prior to shipment. **Breeding season ends July 15th, meaning no further shipments will be sent out after that day each calendar year.**

**Please initial:**

**All fees will be paid in full before semen is shipped \_\_\_\_\_\_\_\_\_\_\_**

1. **CONDITION AND TREATMENT.** The Mare Owner acknowledges that the mare is healthy and in sound breeding condition. A copy of the registration papers for said mare shall be attached to this agreement. The Mare Owner, whose signature appears below, warrants that he, she or it, is the owner on record of the above named mare. Mare Owner agrees to use all diligence and care in the insemination of the mare. Breeder may refuse to breed the mare to the Stallion if in their opinion the mare is not healthy and in sound breeding condition or is not comfortable with the level of breeding expertise at the receiving facility.
2. **WAIVER OF LIABILITY.** Mare Owner agrees to diligently try to settle the mare. If, however, the mare does not settle, Mare Owner will hold Breeder harmless from any loss or damage. Neither Breeder nor the Stallion Owner is liable for any sickness, injury or death of the mare and/or her offspring. The Mare Owner will have no liability to the Stallion Owner or Breeder for an injury, sickness, disease or death of the Stallion from the exercise of the breeding privilege granted herein. Insurance for the mare and her offspring is the sole responsibility for the Mare Owner.
3. **4. LIVE FOAL GUARANTEE.** Stallion Owner hereby guarantees to the Mare Owner that a live foal will result from the breeding privilege herein granted. The term “live foal” means that the foal resulting from the breeding stands alone, nurses and lives for twenty-four (24) hours. If a live foal does not result from the breeding, the Mare Owner will be entitled to rebreed the mare to the stallion, if Mare Owner notified Breeder within forty-eight (48) hours after time of foaling that the mare did not produce a live foal. Mare Owner shall notify Breeder within fourteen (14) days that the foaling was an attended foaling and deliver a statement from a licensed veterinarian giving the particulars required to substantiate the failure of the mare to produce a live foal. If notification is not received, or if the mare is returned to race training after the mare has been checked in foal, the live foal guarantee shall be null and void. Mare Owner has two calendar years to have a live foal.
4. **CERTIFICATES AND SUBSTITUTIONS.** Breeder will issue a COOLED SEMEN service certificate upon the request of the Mare Owner at any time after the mare has been checked in foal and all charges have been paid in full. The Mare Owner may not assign this breeding contract or substitute any other mare for the Mare under this agreement. Any attempted assignment or substitution without prior written consent of Breeder, terminate the Agreement and release the Stallion Owner and Breeder from all obligation hereunder. The COOLED SEMEN service certificate shall be issued only for the mare named in this agreement. Assignments and substitutions will be made on in the discretion of Breeder and then only in special circumstances. (i.e., death of mare, etc.)
5. **COOLED SEMEN HANDLING.** Mare Owner agrees to comply with all AQHA, APHA, and ApHC requirements concerning the use and handling of COOLED SEMEN. Mare Owner agrees that a licensed veterinarian, or breeding technician who is qualified and experienced in the use and handling of COOLED SEMEN, will perform the insemination. Mare Owner agrees to use his best effort to perform the insemination procedure within 24 hours, by not more than 72 hours after collection from the Stallion. Mare Owner agrees to use all COOLED SEMSEN provided by this agreement for the mare named in this agreement and no other.
6. **WARRANTY.** No warranty, expressed or implied, shall accompany the COOLED SEMEN transferred by this agreement. Mare Owner acknowledges that the use of COOLED SEMEN is a new emerging technology that Breeder cannot guarantee in any respect. No guarantee of delivery within a certain time period or that the COOLED SEMEN will safely reach the insemination point without losing some of its integrity, quality or characteristics can be given. However, although no guarantee or warranty is granted to Mare Owner by the agreement, Breeder will make every effort to meet requirements of each Mare Owner’s individual needs.
7. **MISCELLANEOUS.** It is further agreed: (a) if the stallion should die or become unfit for service, this contract shall become null and void, and any money paid as part of the stallion service fee shall be refunded to the Mare Owner; (b) the mare will not be bred to the stallion until a completed copy of this Agreement has been received and approved by Breeder; (c) this Agreement constitutes the entire agreement between both parties hereto and there are no binding agreements, understandings, restrictions, warranties, or representations between the parties other than those set forth herein; (d) this agreement cannot be amended except in writing executed by all parties herein; (d) this instrument will be construed in accordance with the internal laws of the State of North Dakota and will insure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties; (f) all actions with respect to this Agreement will be instituted in a court setting in McHenry County, Towner, North Dakota, and the Mare Owner irrevocably and unconditionally submits to the jurisdiction (both subject matter and personal) of such court, waves any objection to the venue in such court and waives any claim that any action has been brought in an inconvenient forum; (g) the person executing this Agreement on behalf of the Mare Owner is fully authorized to execute this Agreement on behalf of the Mare Owner; and (h) the Stallion Manager acts solely as agent for the Stallion Owner and will be bound by the terms of the Agreement only for so long as the Stallion Manager is designated as the Stallion Manager for the Stallion.

Signature: Date:

ND BAR QUARTER HORSES STALLION MANAGEMENT (JASON &/OR JENNIFER JENSEN)

Signature: Date:

MARE OWNER

**CHECKS PAYABLE TO**:

JASON OR JENNIFER JENSEN

**PLEASE MAIL PAYMENT & SIGNED CONTRACTS TO:**

JASON OR JENNIFER JENSEN

5907 19TH AVE NE NORWICH, ND 58768

Thank you for believing in HOC, and we look forward to your future success!