2023 Early Booking Shipped Semen Contract

Mamas Duel N At Boon

**ALL CONTRACTS/PAPERWORK MUST BE TO BPH 72 HOURS PRIOR TO ORDERING SEMEN**

1. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Owner’s Name) hereby reserves one breeding to **Mamas Duel N At Boon** AQHA Reg #5533043 (Herda N/N,GBEDN/G) for the Mare\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Reg #\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for the Breeding Fee of **$700(made payable to X-2 Farms)**plus Processing Fee of **$500** (Made payable to BPH) for the 2022 breeding season, Feb 1st to July 1st **The Stallion Fee is $700 with a $200 nonrefundable booking fee Due to X-2 Farms. The cute fee is 500.00 Due to Barton Performance Horses**. **Processing Fees are non-refundable. The Breeding Fee and Processing Fee Must be paid prior to the first shipment of semen.**
2. Mare owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The mare owner agrees to use the semen shipped solely to breed the mare specified.
3. The Processing Fee includes 1 shipment of semen via (1) **Fed Ex** Priority Overnight OR (1) **Pick-Up** or (1) **Airline** shipment (courier fees not included). If an air shipment is requested or required, the mare owner's credit card will be charged a **$200 courier charge** at time of shipping. **Fees for Additional shipments are: Pick-up $150; Priority Overnight Fed-Ex $250; airline $200 airfare plus $200 courier** fee. Stallions are collected from Feb 1st to July 1sth on a set schedule. **Stallion will be collected Monday, Wednesday & Friday**.
4. **Semen orders must be placed by 5 pm the day prior to shipment.** Semen cancellations must be made by 8am of collection day.
5. 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, BPH will ship shipments on a first ordered, first serve basis. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded.
6. Depending on demand, mare owners requesting shipped semen should expect to receive only **one** dose of semen. Two doses will be shipped if available.
7. 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 BPH IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A UCENSED VETERINARIAN, STATING THE CAUSE OF DEATH. BPH'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 Processing 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, BPH has the option to re-breed the mare the following year only. BPH has the option to require that the mare be brought in-house for the re-breeding. **All re-breeds must pay a Processing Fee. 2nd year re-breeds will be at the discretion of the Stallion Owner, additional breeding fees may apply.**
8. It is the responsibility of the Mare owner to notify BPH if your mare is In foal or open. If BPH is not notified by June 1st your mare will not be placed on the Breeders Report. To receive a breeders certificate after that date has passed there will be a $100 charge to have your mare added to the breeders report.
9. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding additional contracts and/or breeding fees will be at the discretion of the stallion owner, it will be the responsibility of the mare Owner to notify BPH 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 BPH 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.
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 BPH when the embryo is frozen and when utilized.**
11. TO OBTAIN A "BREEDERS CERTIFICATE" YOU MUST NOTIFY BARTON PERFORMANCE 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 and BPH 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 BPH 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 BPH all expenses and costs, including reasonable and necessary attorney's fees incurred by BPH in enforcing this contract.
14. Any dispute related to this contract will be governed by the laws of the State of Texas and venue of any dispute arising from this Contract shall be in Erath County, Texas.
15. This contract is non-transferable or assignable without prior written consent from BPH.
16. **DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO BPH PERSONALLY TO ORDER SEMEN.**
17. **ALL SHIPPING BOXES MUST BE RETURNED to BPH, at the mare owner's expense within 5 days of shipment. There will be a charge of $50 for shipping containers that are not returned.**
18. **All International and US Clients must pay with US Funds via Credit Card (3% Surcharge for MC, VISA, DISCOVER), Wire Transfer ($50 Surcharge) or check from a US Bank account.**

Mare Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BPH/ Agent: \_\_Emily Barton\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ BPH Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/ Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Acceptance Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ E-Mail: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Owner/Agent Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_