



2304 West Gallaher Ferry Road
Knoxville, TN 37932
865-724-6773

2024 FRESH SEMEN CONTRACT
GRIMOIRE D'ELPHEN

THIS CONTRACT is entered into this ____ day of _____, _____, by and between the herein identified "Mare Owner" and Select Sport Horses, Knoxville, TN (hereinafter SSH).

Mare Owner (or lessee):

Name: _____
Address: _____
Address: _____
City, State, Zip _____
Phone: _____
Email: _____

Mare info:

Name: _____
Breed: _____
Sire: _____
Dam: _____
Color: _____ Age: _____
Reg #: _____

Is this an embryo transfer? ___ Yes (If yes, pay special attention to the Terms and Conditions Governing Embryo Transfer)

Mare owner specifically understands and agrees to the following (initial each statement):

- _____ By signing below I represent that I have read and agree to the "2024 GRIMOIRE D'ELPHEN Booking and Breeding Terms and Conditions", and that those Terms and Conditions are incorporated herein.
- _____ He will be available fresh 4/15/24-6/15/24 pending show schedule.
- _____ We must be notified 24 hours in advance of needed collection.
- _____ The contract fee is \$1,500.00 USD and includes a live foal guarantee.
- _____ Countryside Vet will be paid directly for collection and shipping. Collection fee is \$350.00 and shipping will be billed at cost.
- _____ Only the mare listed above will be inseminated.
- _____ In the case that I decide to do an embryo transfer, I understand that the fee only covers the first embryo.
- _____ I understand that all unused semen must be destroyed.
- _____ I am responsible for accurately reporting success in insemination at the end of the season in a timely manner.

Contact information for Inseminating Veterinarian:

Name: _____
Address: _____
Address: _____
City, State, Zip: _____
Phone: _____
Email: _____

Witness this on the date and year first set out above.

SELECT SPORT HORSES:

MARE OWNER:

2024 GRIMOIRE D'ELPHEN BREEDING TERMS AND CONDITIONS

For good and valuable consideration, including the Stud Fee and the mutual covenants set forth herein, the Contract entered into by and between Mare Owner and Select Sport Horses of Knoxville, TN (hereinafter "SSH"), for the purchase and sale of the breeding right described herein, is governed by the following terms and conditions:

1. Term. The term of this Contract shall be from the date entered into up to, but excluding, the first day of the breeding season of the following calendar year which shall be 2024 for the purposes of this contract.
2. Scope. This Contract covers the purchase and sale of a single (1) breeding right to the stallion known as GRIMOIRE D'ELPHEN from Select Sport Horses to Mare Owner. Mare Owner hereby purchases said breeding right subject to the terms and conditions of this Contract. For the purposes of this Contract, a "breeding right" entitles Mare Owner to use Semen purchased to produce a single (1) foal. Additional fees for additional breeding rights shall apply.
3. Stud Fee; Payment Terms. Mare Owner agrees to pay to SELECT SPORT HORSES a fee of \$1,500.00 (fifteen hundred dollars) in U.S. funds (plus applicable sales tax, if any) in consideration of a single (1) breeding right. This includes a live foal guarantee.
 - a. The shipment of Semen shall consist of two (2) fresh doses.
 - b. Any and all unused Semen shall be destroyed.
4. Other Charges. In addition to the charges set forth above,
 - a. Mare Owner agrees to a container deposit (if needed).
 - b. Mare Owner agrees to pay all collection and shipping fees, customs fees and sales tax, as may be applicable to this transaction and that all payments will be made to Countryside Vet.

5. Mare Owner's Representations and Warranties. Mare Owner represents and warrants to Select Sport Horses as follows:
- a. Mare Owner is the owner (or lessee of record) of the mare (hereinafter "mare") identified in the Contract.
 - b. Mare is, to Mare Owner's knowledge, fit for breeding.
 - c. Only the Mare identified will be inseminated with the Semen.
 - d. Mare Owner will request shipment of Semen during the term of this Contract.
 - e. Mare Owner assumes all responsibility for the condition of the Mare and shall bear all risk of loss or damage to the Mare, whether by death, disease, injury, infection, or otherwise, and agrees to hold Select Sport Horses, its members, managers, employees, agents, representatives and assigns harmless for any and all damages associated therewith.
 - f. Mare Owner will be solely responsible for seeking registration of the resulting foal in the appropriate breed registry/registries and will pay all associated fees or expenses.
 - g. Mare Owner will pay Select Sport Horses damages, costs and expenses, including reasonable attorney's fees, if Mare Owner breaches any material term of this Contract.
6. Select Sport Horse's Warranties and Disclaimers. SSH makes the following warranties and disclaimers, and Mare Owner acknowledges and agrees to each one:
- a. SSH has the full authority and power to sell the breeding right to the Mare Owner. The breeding right sold hereunder is free of liens and encumbrances.
 - b. If a foal isn't produced in 2024, this contract must be used in 2025 and will not go beyond.
 - c. THE LIVE FOAL GUARANTEE – THE FOAL STANDS AND NURSES.
7. Entire Agreement. This Contract contains the entire agreement between the parties with respect to its subject matter. All prior promises or understandings (either oral or written) between the Mare Owner and SSH shall be void unless contained in this Contract. Modifications to this Contract will only be valid if in writing and signed by both parties.
8. Jurisdiction; Venue; Attorney Fees. This Contract shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns, and shall be construed and governed in accordance with the laws of the State of Tennessee. Jurisdiction and venue for any action between the parties hereto shall be in a state court of competent jurisdiction in Knox County, Tennessee. In the event of any dispute, the Mare Owner will be solely responsible for any and all attorneys fees or related costs in connection with resolving any dispute or litigation between parties.

9. Assignability. This Contract is not assignable by Mare Owner without the written consent of SELECT SPORT HORSES.
10. Severability and Headings. In the event that any portion of this Contract shall be declared unenforceable , such declaration shall not affect the remaining terms of the Contract, which shall survive intact. The headings used herein are for convenience only and are not intended to be substantive terms hereof.