



7HL Quarter Horses

Tom & Ashleigh Cole

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Carlton, TX 76436

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Stallion Service Agreement for Shipped Semen

This SHIPPED SEMEN CONTRACT for the breeding season of 2023, is made and entered into on this _____ day, of _____, 2023, by and between Tom and Ashleigh Cole hereinafter designated Breeder, and _____ hereinafter designated Mare Owner. Mare Owner agrees to breed the mare _____, Reg.# _____, to the stallion **LEGAL N TWISTED, Reg # 5447892**, for the stud fee of **\$600** subject to the following conditions:

_____ Check here for **FROZEN SEMEN**. The frozen semen is stored at Peak Performance Equine Hospital in Granbury, TX. 8 Straws will be sent per shipment. Any unused frozen semen remains the property of the stallion owner and must be returned to Peak Performance Equine Hospital at the mare owner's expense. Call Peak Performance Equine Hospital for their rates. They will not ship without payment. Order frozen semen 2 days in advance. (817) 579-0287.

_____ Check here for **COOLED SHIPPED SEMEN**.

1. Mare Owner agrees to pay Breeder a non-refundable Booking Fee of **\$200**, payable with this contract.
2. The balance of the stud fee is due prior to the first order of semen.
3. Cooled Semen Shipping Fees: In addition to the stud fee set forth above, Mare Owner agrees to pay Breeder a fee of \$350 to cover the cost of collection, handling, and over-night shipping, for second and subsequent shipments. Fees paid for shipping must be paid prior to collection and shipping. This fee shall be payable for second and every additional shipment sent to Mare Owner. An extra \$50 is charged for a Saturday delivery.
4. Cooled Semen should be ordered by 4 pm CST the day before shipment if possible. Mare Owner should keep Breeder informed as to the expected time of order. Semen is available from Breeder on a priority basis with mares at KB Ranch being serviced first. Next available will be Mare Owner, or Mare Owner's veterinarian, who have made prior arrangements and kept Breeder up to date on mare's progress. Lastly, semen will be available to Mare Owners who request a shipment without prior warning or notification.
5. Cooled Semen Shipments will be sent Federal Express or UPS overnight. Therefore, Monday through Friday shipments are possible. Airport to airport service is not currently available. If Mare Owner wishes it may be possible that semen be picked up at KB Ranch to expedite the speed of delivery.
6. A copy of registration (both sides) must be included with this signed contract.
7. Only the mare designated in this contract may be inseminated with shipped semen. Mare owner may not substitute another mare without the written consent of Breeder. If mare is bred/exposed to another stallion during breeding season, this contract will become null and void and no refunds will be given.
8. This contract contains a "LIVE FOAL GUARANTEE". If foal is born dead, or mare fails to conceive, there are rebreed privileges for the **2024** breeding season with no stud fees due. Breeder is to be notified within 7 days and receive a veterinarian's statement confirming death of foal. If after being pronounced in foal the mare should miscarry, abort, or prove barren Mare, Owner has rebreed privileges for the **2024** breeding season only with no stud fees due. If the stallion dies, is sold, or becomes unfit for breeding prior to settling the mare the Breeder will refund stud fees paid, not to be included are nonrefundable booking fees, in current breeding season. All shipping and other expenses will be subject to charge on rebreeding.
9. If mare is unable to rebreed, Mare Owner may substitute another mare.
10. In the event mare is sold, contract will transfer to the new owners only with the written consent of Breeder. This contract cannot be sold for use on another mare.

11. Mare Owner is entitled to a maximum of 2 shipments per estrous cycle, for no more than 4 cycles per breeding season. If after 4 cycles mare fails to conceive, the mare must be brought to Breeder's facility to be bred, or an approved substitution mare, no exceptions. Shipped semen will be available **February 1 through June 30, 2023**.

12. Mare Owner accepts that the burden of conception, timely ordering of semen, proper timing and insemination practices is placed solely upon the Mare Owner. Any and all expenses arising from the care, management and inseminating of the mare are the responsibilities of the Mare Owner.

13. Breeder's Certificate will be issued to Mare Owner after foal is born, and all fees and expenses are paid in full to Breeder.

14. Breeder agrees to ship enough extended semen, in viable condition at time of collection, that Mare Owner should receive at least 500 million progressively motile sperm within next-day delivery time. Distances and unforeseen circumstances may force shipments to take longer than one day.

15. Breeder is not responsible for lost, delayed, or damaged semen. Mare Owner agrees to hold Breeder harmless if mare fails to settle for any reason.

16. In the event that it becomes necessary to refer debts arising from this contract to an attorney for collection, or if suit is instituted hereon, Mare Owner agrees to pay all reasonable court costs and attorney fees incurred in the suit or collections. Payments past due 30 days is considered a default and Breeder is entitled to a possessory lien against owner's horse(s). Mare Owner further agrees that this contract is made and entered into the County of Comanche, in the state of Texas, and that it shall be interpreted, enforced and transacted under laws of said state, and within the designated county, regardless of the manner of breeding solicitation.

17. In the event Mare Owner's check is returned as unpaid, for any reason, Mare Owner is responsible for a returned check fee in the amount of \$50.00. Reimbursement to cover returned check and returned check fees must be paid by cash, money order, cashier's or certified check only.

By: Tom and Ashleigh Cole PO Box 128 Carlton, TX 76436 **254-485-4404**

Cole.7HLQH@gmail.com www.7HLQuarterHorses.com

Stallion Owner X _____ Date: _____

By Mare Owner: _____

Mare Owner Address: _____

City, State, Zip: _____

Phone number: _____

Email: _____

Mare owner or authorized agent: X _____ Date: _____

Additional Notes: _____

****TO ORDER COOLED SEMEN YOU MUST CALL OR TEXT ASHLEIGH COLE (254) 485-4404. I WILL NOT RESPOND TO EMAIL OR FB DURING BREEDING SEASON!****

*Booking fee and breeding fee should be paid to and made out to **ASHLEIGH COLE**. PO Box 128, Carlton, TX 76436.

*Collections and shipping should be paid to and check made out to **KB RANCH**. 1100 FM 3133, Comanche, TX 76442.

*Collection days are Monday, Wednesday, and Friday.

*Frozen semen shipments should be paid to and made out to **PEAK PERFORMANCE EQUINE HOSPITAL** or have a credit card on file there at PPEH. 3658 US-377, Granbury, TX 76048. (817) 579-0287.