

## 7HL Quarter Horses Tom & Ashleigh Cole PO Box 128 Carlton, TX 76436 (254) 485-4404 Cole.7HLQH@gmail.com

## **Stallion Service Agreement for Shipped Semen**

This SHIPPED SEMEN CONTRACT for the breeding season of 2024, is made and ente	red into on this _	day, of	<i>,</i>
20, by and between Tom and Ashleigh Cole hereinafter designated Breeder, and_			hereinafter designated
Mare Owner. Mare Owner agrees to breed the mare	, Reg.#	, to th	ne stallion RAWHIDES
SLIDE. Reg # 5592321. for the stud fee of \$1.000 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. (817) 579-0287. Contact Ashleigh Cole about a possible \$350 discount on the breeding fee if frozen semen is selected (254) 485-4404.

\_Check here for COOLED SHIPPED SEMEN. First collection and shipment is included in the breeding fee already.

1. Mare Owner agrees to pay Breeder a non-refundable **Booking Fee** of <u>\$200</u>, payable with this contract. The Booking Fee is within the stud fee. Not additional.

2. The balance of the stud fee is due prior to the first order of semen.

3. Chute Fee: The chute fee of \$400 included in the stud fee, and it will cover the first shipment of cooled semen. For additional shipments, mare owner agrees to pay **KB Ranch** a fee of \$400 to cover the cost of collection, handling, and overnight shipping, (An extra \$50 is charged for a Saturday delivery). Fees paid for shipping and collections must be paid **prior** to collection and shipping. This fee shall be payable for every subsequent shipment sent to mare owner.

4. 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. Shipments will be sent Federal Express or UPS overnight. Therefore, Monday through Friday shipments are possible. Airport to airport service is not currently available unless you hire and organize your own currier. 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, mare fails to conceive, or if after being pronounced in foal the mare should miscarry, abort, or prove barren Mare, Owner has re-breed privileges for the **2025** breeding season only with NO stud fee or booking fee due. In that case, there are re-breed privileges for the **2025** breeding season with chute fees only. Breeder is to be notified within 7 days and receive a veterinarian's statement confirming death of foal. 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 cute fees, shipping and other expenses will be subject to charge on rebreeding.

9. If mare is unable to re-breed, Mare Owner may substitute another mare upon written permission from the stallion owner.

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 Breeders facility to be bred, or an approved substitution mare, no exceptions. Shipped semen will be available **February 1 through June 30, 2024**. If you need semen after June 30<sup>th</sup>, you can use frozen semen for additional shipping costs.

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

14. Breeders 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, cashiers or certified check only.

By: Tom and Ashleigh Cole PO Box 128 Carlton, TX 76436

## **TO ORDER SEMEN CALL: 254-485-4404**

Cole.7HLQH@gmail.com www.7HLQuarterHorses.com	
Stallion Owner Signature: X	Date:
By Mare Owner Name:	
Mare Owner Address:	
City, State, Zip:	
Phone number:	
Email:	
BY SIGNING BELOW, MARE OWNER AGREES TO ONLY BREED MARE LISTED ABO AGREES TO PAY TWICE THE NORMAL BREEDING FEE FOR ANY RESULTING FOAL	OVE. IF ANOTHER MARE IS BRED WITH SAID STALLION'S SEMEN, MARE OWNER .
Mare Owner or Authorized Agent Signature: X	Date:
**TO ORDER COOLED SEMEN YOU MUST CALL OR TEXT	ASHLEIGH COLE (254) 485-4404. I WILL NOT RESPOND TO
EMAIL OR SOCIAL MEDIA DURING BREEDING SEASON!**	k -
*Booking fee and breeding fee should be paid to and made	le out to ASHLEIGH COLE. PO Box 128, Carlton, TX 76436.

\*Chute Fee should be paid to and check made out to **KB RANCH**. 1100 FM 3133, Comanche, TX 76442.

\*Cooled Semen is collected Monday, Wednesday, and Friday. SATURDAY DELIVERIES ARE AN EXTRA \$50.

\*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.