

Hyde Show Horses

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T4B 2A4

THIS CERTIFIES THAT _____ (MARE
OWNER/PURCHASER) HAS CONFIRMED A RESERVATION FOR TRANSPORTED SEMEN
COLLECTED FROM THE STALLION _____, FOR THE MARE
_____. REG. NO _____ BREED
_____ AGE _____ FOR THE SEASON AT A BREEDING FEE OF
\$_____.

THIS CONTRACT IS SUBJECT TO THE FOLLOWING:

- 1) THE MARE OWNER/PURCHASER MUST SIGN AND RETURN THIS CONTRACT TO HYDE SHOW HORSES BEFORE IT IS BINDING ON BOTH PARTIES. A PHOTOCOPY OF BOTH SIDES OF THE MARE'S REGISTRATION PAPERS, WITH CURRENT OWNER LISTED, MUST ACCOMPANY THIS STALLION SERVICE CONTRACT FOR COOLED SHIPPED SEMEN.
- 2) THE FOLLOWING FEES ARE APPLICABLE AND MUST BE PAID PRIOR TO SEMEN BEING SHIPPED:
 - a) A non-refundable booking fee of \$_____ is due at signing and acceptance of this contract.
 - b) The non-refundable balance of the breeding fee, \$_____, is due before semen is shipped.
 - i) A collection fee of \$_____ is due before semen is collected and or packaged.
 - (1) Deposit on Equitainer (when available) \$300 (refunded when mare is checked 45 days in foal, or end of breeding season which ever comes first.) If shipped semen container is not returned to Hyde Show Horses within 5 days from initial delivery date, a \$10.00 per day late charge will be deducted from shipping container deposit fee.
 - (2) If no Equitainer is available then Hyde Show Horses will use a flow tight container at a charge of \$80.00 in which the mare owner can keep and reuse. \$100.00 UPS/FedEx or \$200.00 air.
- 3) SEMEN IS COLLECTED ON A DESIGNATED SCHEDULE. HYDE SHOW HORSES MUST BE NOTIFIED 24 HOURS IN ADVANCE OF SEMEN BEING SHIPPED. ALL REQUESTS FOR SEMEN SHIPMENTS SHALL BE FILLED AS RECEIVED, SUBJECT TO AVAILABILITY OF SEMEN ON ABOVE NAMED STALLION, AND AT THE DISCRETION OF HYDE SHOW HORSES OR VETERINARIAN. IF THERE IS INSUFFICIENT SEMEN TO FILL ORDERS ON A GIVEN DAY, HYDE SHOW HORSES AND/OR THE VETERINARIAN WILL DETERMINE WHICH ORDERS WILL BE HONOURED. THIS DECISION WILL BE BASED ON INFORMATION PROVIDED BY THE MARE OWNER/PURCHASER'S VETERINARIAN.
- 4)
 - A) THE MARE OWNER/PURCHASER REPRESENTS THAT THE MARE WILL BE IN A HEALTHY AND SOUND BREEDING CONDITION AT THE TIME OF ARTIFICIAL INSEMINATION.
 - B) OWNER/PURCHASER SHALL DILIGENTLY ATTEMPT TO SETTLE THE MARE, HOWEVER, IF THE MARE DOES NOT SETTLE, HYDE SHOW HORSES AND RANCH VETERINARIAN WILL BE HELD HARMLESS.
 - C) OWNER/PURCHASER WILL NOT BE ENTITLED TO A REFUND OF FEES, IF THE MARE DOES NOT CONCEIVE AFTER SEVERAL SHIPMENTS OF SEMEN.

- D) THE OWNER SHALL HAVE THE OPTION TO BRING THE MARE TO HYDE SHOW HORSES TO BE BRED. THE REMAINDER OF THE SEASON, THE OPTION OF WAITING TO HAVE SEMEN SHIPPED AGAIN THE FOLLOWING YEAR, OR THE OPTION OF HAVING THE MARE BRED AT THE RANCH THE FOLLOWING YEAR.
- E) ALL RIGHTS OF RETURN TO THE STALLION ARE SUBJECT TO PREPAYMENT OF COSTS AS LISTED IN SECTION 2, ITEM C. A VETERINARIAN'S CERTIFICATE STATING UNEQUIVOCALLY THAT THE MARE IS NOT PREGNANT OR HAS LOST HER FOAL IS REQUIRED BEFORE THE MARE WILL BE BRED THE FOLLOWING YEAR. IN THE EVENT THE MARE SHOULD BE SENT TO HYDE SHOW HORSES FOR BREEDING ALL CUSTOMARY CHARGES INCURRED WHILE AT THE BREEDING FARM WILL BE THE SOLE RESPONSIBILITY OF THE MARE OWNER/PURCHASER AS STATED IN THE STALLION SERVICE CONTRACT FOR HYDE SHOW HORSES.
- 5) HYDE SHOW HORSES GUARANTEES A LIVE FOAL (WITH RETURN THE FOLLOWING SEASON ONLY) FROM THE SEMEN CONTRACTED ON THE STALLION NAMED IN THIS CONTRACT. A LIVE FOAL IS DESCRIBED AS A NEWBORN FOAL WHICH STANDS AND NURSES WITHOUT ASSISTANCE. HYDE SHOW HORSES AND RANCH VETERINARIAN WILL NOT BE HELD LIABLE FOR ANY INFECTIOUS, TRANSMITABLE OR INHERITABLE DISEASES OR CONDITION TO THE FOAL IN THIS BREEDING.
- 6) IF THE MARE IS CHECKED IN FOAL AND LATER ABORTS OR FAILS TO PRODUCE A LIVE FOAL, THE LIVE FOAL GUARENTEE WILL BE VOID UNLESS THE MARE OWNER/PURCHASER NOTIFIES HYDE SHOW HORSE BY TELEPHONE OR FAX WITHIN 48 HOURS AFTER FOALING OR ABORTING AND WITHIN 15 DAYS LATER THERE AFTER FURNISHES HYDE SHOW HORSES WITH A CERTIFICATE BY A LICENSED VETERINARIAN SUBSTANIATING THE ABORTION OR DEATH OF THE FOAL AND SPECIFYING THE FULL PARTICULARS AS TO THE CAUSE.
- 7) IF THE MARE IS CHECKED IN FOAL BUT DIES BEFORE FOALING, THE LIVE FOAL GUARANTEE WILL BE VOID UNLESS THE MARE OWNER/PURCHASER NOTIFIES HYDE SHOW HORSES BY TELEPHONE OR FAX WITHIN 48 HOURS AFTER THE MARE'S DEATH, AND WITHIN 15 DAYS THERAFTER FURNISHES A CERTIFICATE BY A LICENSED VETERINARIAN SUBSTANTIATING THE DEATH AND SPECIFYING THE FULL PARTICULARS AS TO THE CAUSE.
- 8) THIS CONTRACT IS NOT TRANSFERABLE. THERE SHALL BE NO RIGHT OF RETURN TO THE STALLION.
- 9) IF THE MARE NAMED IN THIS CONTRACT IS SOLD OR OTHERWISE CHANGES OWNERSHIP AFTER BEING SERVICED BY THE STALLION EXCEPT AT THE DISCRETION OF HYDE SHOW HORSES.
- 10) A BREEDER'S CERTIFICATE WILL BE ISSUED TO MARE OWNER/PURCHASER AFTER ALL EXPENSES HAVE BEEN PAID IN FULL AND UPON NOTIFICATION OF THE BIRTH OF THE FOAL.
- 11) HYDE SHOW HORSES, ITS EMPLOYERS/AGENTS OR VETERINARIAN ARE NOT RESPONSIBLE FOR LOST, DELAYED, OR DAMAGED SEMEN AND MAKES NO REPRESENTATION OR WARRENTIES OF ANY KIND WITH RESPECT TO ANY SEMEN FURNISHED TO MARE OWNER/PURCHASER EXCEPT THAT THE SEMEN IS SHIPPED FROM THE STALLION NAMED IN THIS CONTRACT.

I HEREBY AGREE TO THESE TERMS AND CONDITIONS AS SET FORTH IN THIS CONTRACT.

Dated: _____

Mare Owner/Purchaser: _____

Address: _____

City / State: _____

Phone (day and night): _____

Fax: _____