

Smokin Blue Gun

This agreement is made and entered into this _____ day of _____, 201__ by and among Carrie Sweeney, PO Box 100, Moore, MT the stallion manager, hereinafter referred to as "Snowy Mountain Livestock", and _____, hereinafter referred to as Mare Owner(s). No agents will be accepted.

Stallion fee is \$800.00 INCLUDES booking fee and chute fee. Shipments are \$250.00 each

*****Contracts signed and returned with a booking fee of \$250.00 **BEFORE** March 1, 2017 will receive the 1st shipment free!! \$550.00 balance must be paid before any shipments are sent.*****

Note: Smokin Blue Gun has tested N/N for AQHA's Five Panel Test (HYPP, GBED, PSSM1, HERDA, MH) is tested n/SW1 .NN for LWO. Approved for APHA mares.

1. Breeding Privilege: Mare Owner desires to breed a mare (hereinafter referred to as the "Mare"), to Smokin Blue Gun AQHA #4702905, (hereinafter referred to as the "Stallion"), Leased by Carrie Sweeney. This contract is valid ONLY for the 20__ breeding season: March 1, 20__ through July 1, 20__.

Mare's Registered Name: _____

Registration #: _____ **Color:** _____

Year Foaled: _____ **AQHA** _____ **APHA** _____ **OTHER** _____

Snowy Mountain Livestock is pleased to offer the opportunity to breed to AQHA registered black splash white 1 stallion, Smokin Blue Gun in _____ for a service fee of _____. Fresh-cooled shipped semen is the only breeding method available, and is \$250 per shipment. **If booked by March 1, 2017 the first shipment is free!!** Each subsequent shipments are \$250. "Elvis 2" is available on a first come, first served basis. A breeding is not considered sold until it is paid in full. All payments are NON-REFUNDABLE and the full \$800.00 service fee (\$250 booking fee + \$550 stud fee) must be paid prior to shipment of first collection. A breeding that is sold and not used during the _____ breeding season is subject to a \$300 rebreed fee in _____. You must include a copy of the Mare's AQHA registration papers with a signed contract. Snowy Mountain Livestock reserves the right to refuse to breed to any mare for any reason.

The Mare Owner warrants that he/she is the owner of the above named Mare, and Mare Owner is the owner of the horse according to AQHA/APHA or other Association. The Owner recorded on the registration certificate will be recorded on the Stallion Breeding Report. If the mare is leased, a copy of the lease agreement with AQHA/APHA or other Association, must also accompany the registration papers. Mare Owner is responsible for all DNA testing required for registration of resulting foal, as per AQHA/APHA. Any embryo transfer enrollment forms and associated fees are also the responsibility of the Mare Owner.

2. Live Foal Guarantee/Rebreed Privileges: Live Foal Guarantee with rebreed privilege shall apply ONLY to the next normal breeding season. If the mare miscarries or aborts during the current breeding season, the Mare Owner has the option to request additional semen for the Mare for breeding in the current

breeding season or is qualified for the Live Foal Guarantee with rebreeding privilege in _____. To obtain a breeding the following season with this guarantee, the Mare Owner must pay the \$300 rebreed fee. If the rebreed is not used the year following the original contract year then the contract becomes null and void. If the contract is used as a rebreed the year following the original contract year and the mare does not settle or produce a live foal then the mare owner may use the contract as a rebreed contract for a third year (rebreed fee of \$300 owed again), but no live foal guarantee goes with a third year contract.

A live foal is a newborn foal that stands and nurses without assistance and is good for 24 hours. If at any time during the foaling year the foal is born dead or the Mare proves not to be in foal, the Live Foal Guarantee/Rebreed shall apply only if Snowy Mountain Livestock is provided with a licensed veterinarian's statement confirming such conditions. Confirmation of pregnancy of the mare must be submitted in writing by a licensed veterinarian no later than 60 days after ovulation. If in the foaling year the mare designated in this contract dies or is unfit to breed and Snowy Mountain Livestock is provided with a licensed veterinarian's statement confirming such conditions, a substitute mare may be designated at no additional charge. Snowy Mountain Livestock must approve the substitute mare prior to shipping semen.

The Live Foal Guarantee/Rebreed Privileges are NON-TRANSFERABLE and NON- ASSIGNABLE should the Mare be sold or otherwise disposed of prior to the birth of the foal. However, Snowy Mountain Livestock, may, at their discretion upon application and payment of a rebreeding fee (\$300), continue to honor the live foal guarantee granted to the original owner. In the event that Snowy Mountain Livestock agrees to the transfer or assignment of the Live Foal Guarantee, right under the terms of the contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.

3. Certificates and Substitutions: It is the MARE OWNER'S responsibility to report if the mare is or is not in foal to Smokin Blue Gun by July 31st of _____. If the Mare Owner does not report, Snowy Mountain Livestock will assume that the mare is not in foal and will not include the Mare on the breeder's certificate. If the Mare Owner reports that the mare is in foal after July 31st, 20____ the Mare Owner will incur a \$40 late charge to amend the stallion breeding report. Snowy Mountain Livestock will issue a Breeder's Certificate upon the request of the Mare Owner at any time after the Mare has foaled and all charges have been paid in full. The Mare Owner may not assign, sell, or transfer this breeding contract to any other person or entity, nor may he/she substitute another mare for the Mare specified in this stallion service contract unless in accordance with the provisions contained in this Contract. Any attempted assignment, sale, or transfer, or mare substitution without prior written consent of Snowy Mountain Livestock will, at the sole option of Snowy Mountain Livestock, terminate this Agreement and release Snowy Mountain Livestock from all obligations hereunder.

4. Loss of Stallion: If the stallion dies, is sold, or, if in the opinion of Snowy Mountain Livestock, the stallion becomes incapable of servicing mares in the current breeding season, for any reason, the Mare Owner will be refunded the stallion service fee of \$750, and Snowy Mountain Livestock and the Mare Owner will be released from any further obligation.

5. Semen Request Procedure: Please complete the Cooled Shipped Semen Information Form attached to this contract and follow the procedure outlined in the form. All fees (stallion service fee and the semen shipment fee) must be paid in full prior to the shipment of any semen. Mare Owner agrees that when semen is ordered for shipping the Mare is in healthy and sound breeding condition. The \$250 semen shipment/collection fee must be paid a minimum of seven (7) days before any cooled semen will be shipped.

***NOTE: All semen order cancellations not made by the appropriate time stated in the Cooled Shipped

Semen Information Form will not be received by Snowy Mountain Livestock in time to cancel the shipment***

6. Semen Shipping Charges: The cooled semen shipping fee must be paid in full before any semen will be shipped. The charge for FedEx weekday delivery is \$250. Depending on how many mares need to be shipped to on a given collection day, Snowy Mountain Livestock will always attempt, if possible, to send two (2) doses of cooled semen. Semen may be collected/shipped directly by/from Snowy Mountain Livestock, by/from our authorized and trained representative, or may be collected/shipped by our veterinarian. Semen will be shipped directly to a licensed veterinarian unless otherwise agreed upon. Semen MUST be handled appropriately to prevent damage and should be used immediately upon receipt. Shipping containers are not appropriate for storage of shipped semen as they will not keep semen cool indefinitely. Shipping companies may not ship on weekends and or holidays. Snowy Mountain Livestock is not responsible for the untimely delivery or condition of the cooled shipped semen upon delivery. Snowy Mountain Livestock has no control of the handling or delivery of the semen shipment once it leaves our custody.

If the semen shipment container and associated box are not returned within 10 days to Snowy Mountain Livestock in good order, the Mare Owner shall be subject to an additional charge of \$45 for the cost of the container.

7. Payment Information: All payments made by Mare Owners can be made by check, money order, bank wire, credit card, or PayPal. All fees are subject to change without notice and Mare Owner is subject to current fees in effect. Please contact Snowy Mountain Livestock with your preferred method of payment and Snowy Mountain Livestock will provide associated payment information after your mare has been approved for breeding.

8. Entire Agreement, Construction, Jurisdiction, Attorney's Fees: This contract contains the entire understanding of the parties concerning its subject matter, and may be modified only in writing except as otherwise provided. Headings are for convenience only and are not part of the contract. The invalidity or unenforceability of any term or provision shall not affect the validity or enforceability of the remainder. The contract shall be construed and governed by the laws of Montana Jurisdiction and venue for all disputes connected with this contract shall be Fergus County, Montana. If a lawsuit is filed with respect to this contract, the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

By signing below, Mare Owner attests that he/she has read, understands, and accepts all provisions of this Contract. Mare Owner understands and agrees that all fees paid are NON- REFUNDABLE, except where stated in Contract.

Mare Owner Signature: _____

Date: _____

Mare Owner Name (please print): _____

Address: _____ City _____ State _____

Zip code _____ Phone Number(s): _____ Email _____

Address: _____

payment _____ check _____ paypal: msky_32@yahoo.com _____

Stallion Owner _____ Date received _____

Cooled Shipped Semen Information Form

Complete and return by email: msky_32@yahoo.com

Phone #: (406) 366-1128

Smokin Blue Gun is collected on Monday, Wednesday, and Friday, no exceptions. However, if discussed with Carrie ahead of time "Elvis 2" can be collected to accommodate collecting on Tues. or Thur. Snowy Mountain Livestock needs to be notified when the Mare comes into heat, and again at least two days prior to an anticipated semen shipping date. Semen orders and cancellations **MUST** be made by calling Carrie Sweeney at (406) 366-1128. Semen order via telephone call must occur prior to 2:00 pm Mountain Time the day prior to the collection/shipment day. Payment of the \$250 shipping/collection fee must be received no later than seven (7) days prior to a semen shipment request, and all fees (shipping/collection and service fee) must be paid in full at time of semen shipment.

NOTE: Semen orders are considered confirmed unless cancelled. FedEx cancellations must be received before 7:00 am Mountain Time on the day of shipment. Once the semen shipment has been handed over to FedEx (either dropped off or picked up), it cannot be retrieved.

To ORDER or CANCEL a shipment you must call the phone number listed above and either speak to a live person or leave a voicemail. Emails, text messages, or Facebook messages will not be accepted as there is no guarantee that we will see them in time

Mare's Registered Name: _____

Mare Owner: _____

Semen Shipping Address for FedEx:

Reproduction Clinic

Name: _____

Veterinarian: _____

Phone Number: _____

email address: _____