

Hutton Performance Horses

Cooled Shipped Semen Contract for HEZA POISED DREAMER

This stallion service contract entered into this ____ day of _____ 2010

by and between Hutton Performance Horses and it's owners and or agents,

referred to collectively in this agreement as Hutton Performance Horses,

and

_____,
hereinafter known as the "Mare Owner",

hereby agree to breed the stallion HEZA POISED DREAMER AQHA registration #4513193
to the mare _____, Registry and number _____

via cooled shipped semen for the breeding year of 2010.

The stallion is owned by J. Hutton who is doing business as
Hutton Performance Horses and who have assigned
Laurie Takoff, of Laurian Quarter Horses to act as Stallion Breeding Manager.

1. The breeding season, for the purposes of this agreement, shall be from January 15th to June 1st, 2010.
2. The breeding fee shall be \$1000.00, of which \$300.00 shall be considered a non-refundable booking fee which shall be due and payable upon the signing of this contract. Any and all fees paid are non-refundable. The remaining balance of the breeding fee, \$700.00, will be due and payable prior to any semen being shipped. The Mare Owner is entitled to receive one (the first) breeding dose at no cost for Semen Preparation and Collection. Thereafter, Semen Shipping Preparation and Collection fees shall be \$175.00 per shipment of semen sent for the mare. The costs and fees associated with transporting, courier services and delivery of all shipments is the responsibility of the Mare Owner. To ship semen, a current Visa or MasterCard number will be kept on file. All fees noted herein are nonrefundable.

All shipping and collection charges will be applied directly to the credit card prior to shipment.

ALL SHIPPING CONTAINERS MUST BE RETURNED AT THE MARE OWNERS EXPENSE.

****COOLED SHIPPED SEMEN BREEDINGS ARE LIMITED – PLEASE CONTACT FOR AVAILABILITY****

3. Semen will be shipped at the discretion of the Stallion Breeding Manager via FedEx Courier Services in a disposable shipping container (supplied). Semen is collected on a designated schedule.

It is the responsibility of the Mare Owner, and any Agents thereof, to abide by the schedule.

- a. The Stallion/Breeding Manager should be contacted for the designated collection schedule (limited shipping service on Saturdays and Sundays - additional fees may apply).
- b. The Stallion/Breeding Manager shall be notified prior to 5:00 pm PST the night PRIOR to semen being shipped. Additional fees will be applied for cancelled or, when & if possible, late shipments are sent.
- c. All requests for semen shall be filled as received. Semen is on a priority basis, and as follows;
 - 1st - Mares for whom HEZA POISED DREAMER Suggested Breeding Protocol has been followed.
 - 2nd - Mares for whom proper arrangements have been made and the Stallion Breeding Manager has been kept up to date on the mare's progress. .
 - 3rd - Mares that call for semen at the last minute – additional fees will be applied.
- d. The Mare Owner's veterinarian MUST review and follow procedure for ordering shipments as outlined in the HEZA POISED DREAMER Suggested Breeding Protocol and should contact the Stallion Breeding Manager;
 - When he/she detects initial heat
 - When he/she estimates the day of ovulation
 - By 5:00pm PST the night PRIOR to the day the semen is to be shipped
 - When he/she has received the shipment and inseminated the mare
 - THE MARE OWNER WILL BE CHARGED A SERVICE FEE FOR CANCELLED AND OR LATE ORDERED SHIPMENTS – see Breeding Protocol.

4. The Stallion Breeding Manager shall ship to one mare through a total of three heat cycles. If after three cycles the mare does not conceive, the mare must
 - a. be delivered an approved Equine Reproductive Center or
 - b. placed under the care of a veterinarian or Breeding Farm of the Stallion Breeding Manager's approval.
5. This contract contains a live foal guarantee, which states that a live foal is considered a newborn foal that stands and nurses the following year. The Mare Owner agrees that Hutton Performance Horses and or the Stallion/Breeding Manager does not make any guarantees as to the quality or conformation of the foal, nor that the foal will be free if any illness, conformation defect, disease or inherited trait. It is understood that if the mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed for the following year only, provided proper notification is given, and will be limited to shipping through two heat cycles only. Proper notification shall be defined as follows; Written certification by a licensed veterinarian within seven days that the mare has aborted or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any acts or omission of the Mare Owner subsequent to the mare being checked in foal. Should the Mare Owner fail to provide proper notice or the agreed mare not produce a live foal after re-breeding the second year or the Mare Owner fails to try to re-breed, then any and all fees paid shall not be refundable, the right to re-breed is cancelled and Hutton Performance Horses is released from any further obligation. The Mare Owner may not substitute another mare for breeding without the consent of Hutton Performance Horses. The Mare Owner may not sell or transfer this breeding privilege to another party.
6. This agreement cannot be transferred or assigned by the Mare Owner or any Agent there of for the Mare Owner. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by the stallion (unless agreed upon in writing by Hutton Performance Horses and or the Stallion Breeding Manager).
7. A Breeder's Certificate will be issued to the Mare Owner after all expenses have been paid in full and upon notification of the birth of the foal.
8. Hutton Performance Horses and or the Stallion Breeding Manager or any Agents there of, will not be responsible for lost, delayed or damaged semen and makes no representations of warranties of any kind with respect to any semen furnished hereunder except that it is the stallion's.
9. Should it be necessary for Hutton Performance Horses and or the Stallion Breeding Manager to employ an attorney to enforce any of the terms of this agreement, including collection of money owed, the Mare Owner shall pay all reasonable attorney's fees, costs of suits and other expenses related to enforcing this agreement.
10. Should the above named stallion die or become unfit for service, or if the above named mare dies or becomes unfit for breeding the Mare Owner may substitute another mare or breed the above-named mare to another stallion owned by Hutton Performance Horses.
11. This contract shall be governed by the laws of the Province of British Columbia and shall be binding upon the parties herein and their personal representatives.
12. Requirements Prior to Shipment:
 - a. Original Signed Contract
 - b. Payment of Stallion Service Fees in Full
 - c. Payment of Collection and Shipping Preparation Fees in full.
 - d. Visa or MasterCard card number, cardholder's name as it appears on the card & expiration date
 - e. Copy of both sides of the mare's registration papers.

**PLEASE MAKE ALL PAYMENTS PAYABLE TO HUTTON PERFORMANCE HORSES
and send to the STALLION BREEDING MANAGER**

