

George Nelson

Cooled Shipped Semen Contract for SMART AND LUCKY LENA

This stallion service contract entered into this _____ day of _____ 2016
by and between George Nelson and it's owners and or agents,
referred to collectively in this agreement as George Nelson,
and

_____,
hereinafter known as the "Mare Owner",
hereby agree to breed the stallion Smart And Lucky Lena AQHA registration #3520170 to the mare
_____, Registry and number _____
via cooled shipped semen for the breeding year of 2016.

The Mare Owner may not substitute another mare for breeding without the consent of George Nelson.

The Mare Owner may not sell, transfer or give this breeding privilege to another party.

All fees noted herein are nonrefundable.

The stallion is owned by George Nelson who is doing business as
George Nelson and who has assigned

Laurie Takoff, of Laurian Quarter Horses to act as Stallion Breeding Manager.

ANY AND ALL PAYMENTS ARE TO BE MADE PAYABLE TO LAURIE TAKOFF

1. The breeding season, for the purposes of this agreement, shall be from January 15th to July 1st, 2016.
2. The breeding fee shall be \$____.00 of which \$500.00 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, \$____.00, will be due and payable prior to any semen being shipped. The Mare Owner is entitled to receive one (the first) shipment at no cost for Semen Shipping and 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, after the initial first shipment is sent, associated with transporting, courier services and delivery of shipments are the responsibility of the Mare Owner. In order to ship semen, a current Visa or MasterCard number will be kept on file. 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.**
3. Semen will be shipped at the discretion of the Stallion Breeding Manager via Federal Express Courier Services in either a disposable shipping container (supplied) or a Hamilton Equitainer. Equitainers must be provided by the Mare Owner and shipped to, and received by, the Stallion Breeding Manager at least seven days prior to semen shipments being needed for the mare.
 - a. Semen is collected on a designated schedule. It is the responsibility of the Mare Owner to abide by the schedule.
 - b. The Stallion/Breeding Manager should be contacted for the designated collection schedule (limited shipping service on Saturdays and Sundays).
 - c. 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.
 - d. All requests for semen shall be filled as received. Semen is on a priority basis, and as follows;
 - 1st - Mares for whom Smart And Lucky Lena 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.
 - e. The Mare Owner's veterinarian MUST review and follow procedure for ordering shipments as outlined in the Smart And Lucky Lena 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 Mare Owner agrees that George Nelson 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 of 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 three 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 George Nelson is released from any further obligation.
6. This agreement cannot be transferred or assigned by the Mare Owner or any Agent thereof 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 George Nelson 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. George Nelson and or the Stallion Breeding Manager or any Agents thereof, will not be responsible for lost, delayed or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the stallion's.
9. Should it be necessary for George Nelson 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 George Nelson.
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 LAURIE TAKOFF
and send to the STALLION BREEDING MANAGER

13. Owner and Mare Information;
PLEASE PRINT ALL BELOW INFORMATION CLEARLY;

Mare's Current Breeding Status: (check one)

___ Maiden or ___ Open/Barren Mare _____ Year of last Foal, or ___ Pregnant Mare _____ est. foaling date

Brief description of mare's previous breeding history: _____

Estimated Breeding Dates: _____

Mare's Veterinarian: _____ **Clinic Name:** _____

Address: _____

Telephone: _____ **Fax:** _____

Physical Address shipments are to be sent: _____

_____ **Zip/Postal Code:** _____ **Telephone:** _____

FedEx Overnight Service: ___ Yes or ___ No **FedEx Saturday Service:** ___ Yes or ___ No

Nearest FedEx Location: _____

FedEx Account Number: _____

Using Mare Owner Equitainer: ___ Yes or ___ No (Please ensure the Stallion Manager has your container 7 days prior to shipping)

Using Stallion Breeding Manager supplied shipping container: ___ Yes or ___ No

ALL SHIPPING CONTAINERS WILL BE RETURNED AT THE MARE OWNERS EXPENSE WITHIN 7 DAYS.

Mare Owner: _____

Address: _____ **Zip/Postal Code:** _____

Day Telephone: _____ **Evening Telephone:** _____ **Fax:** _____

MasterCard: _____ **VISA:** _____ **Number:** _____ **Exp. Date:** _____

Cardholders Name as it appears on the credit card: _____

By affixing my known signature below, I have complete understanding of this contract and agree to abide by it fully.

Mare Owner – Signature

Date

George Nelson – Representative

Date

**N.B.: Two completed copies of this Contract along with the required fees must be received by the Stallion Breeding Manager prior to it becoming valid.
One copy of this Contract will be returned to the Mare Owner upon its approval by George Nelson.**