

VALENTINO 2019 BREEDING CONTRACT

Kathy Smallwood, Breeding Manager
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Pilot Point, TX 76258
(214) 232-3152
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This certifies that _____, herein referred to as the Mare Owner, has engaged one service to **Valentino** AQHA #5522336 for the 2019 breeding season in the amount of \$1500 standing at Kathy Smallwood Quarter Horses. Kathy Smallwood is the Agent/Breeding Manager for the Stallion Owner June E. Rhea. The breeding season for this contract begins February 1st and closes June 30th, 2019.

The mare to be bred is : _____;
Breed _____; Registration Number _____;
Sire _____; Dam _____;

A. Conditions:

- a.) A photocopy of the mare's registration papers (both sides) shall be provided to the Agent prior to service.
- b.) A non-refundable booking fee of \$500.00 is due at signing and acceptance of this contract.
- c.) A non-refundable balance of the stud fee in the amount of \$1000.00 is payable prior to semen being shipped.
- d.) Payments can be made either by credit card or check; however, if a check is written it must be made payable to June E. Rhea.

B. Shipped semen:

- a.) Prior to shipment, \$250.00 is due for shipments requesting Overnight delivery within the United States (foreign shipments to be quoted.)
- b.) Prior to shipment, \$350 is due for shipments requesting same day air delivery ("Counter to Counter.")
- c.) Shipments picked up at Kathy Smallwood Quarter Horses by the Mare Owner or authorized agent shall not be subject to a shipping fee.
- d.) All requests for transported cool or frozen shipped semen shall be filled as received, subject to availability and the sole discretion of the Agent.
- e.) The mare owner should contact the Agent the day prior to the mare needing service, and then again by 8:00 a.m. the day semen is to be shipped. Please note the Mare Owner is responsible for returning the shipping container to Kathy Smallwood Quarter Horses.

C. Waiver of Liability:

- a.) The Agent agrees to diligently help settle the mare by collecting and shipping or otherwise providing semen to such mare. If, however, the mare does not settle, the Agent and/or the Stallion Owner shall be held harmless. Neither the Agent nor the Stallion Owner make any representations or warranties of any kind with respect to the semen furnished hereunder except that it is Valentino's.

D.) Re-breeds:

a.) Purchaser shall not be entitled to a refund of fees. The Agent and Stallion Owner shall be held harmless of any resulting foal with genetic diseases. There is no color guarantee. Should the mare prove barren, aborts her foal or if the foal is stillborn, all rights of return of service for the following year to the stallion are subject to the prepayment of shipping fees and conditions as applicable in paragraph "B" above, including giving ample notice of a re-breed request to the Agent. Mare Owner will be subject to a \$350.00 chute fee, plus any increase in stud fees if applicable.

E. Live Foal Guarantee:

Live foal means the foal shall stand and nurse. The Mare Owner agrees that the Stallion Owner and/or Agent do not make any guarantees as to the quality or conformation of the foal or that the foal will be free of infirmity, conformation defect, disease or inherited trait. The Mare Owner verifies that such abortion or death did not result from any act or omission by the Stallion Owner and/or Agent. If the mare produces a dead foal or a live nonviable foal that is unable to stand alone and nurse and subsequently dies, a veterinarian report must be provided to the Agent or Stallion Owner prior to exercising the re-breed rights.

F. Embryo Transfer Donor Mares:

The Mare Owner acknowledges that only one foal per paid stud fee shall be registered.

G. Breeders Certificate:

The Breeders Certificate will be issued to the Mare Owner after all expenses outlined in this contract have been paid in full and upon the notification of the birth of the foal.

H. Binding Contract:

When the above-named Mare Owner signs and returns one copy of the contract to the Agent, together with the booking fee, it shall be a complete and binding contract of all parties, subject to the above terms and conditions. This contract shall be governed by the laws of the County of Denton, State of Texas and shall be binding upon the parties hereto and their personal representatives.

By signing this contract the Mare Owner/Authorized Agent acknowledges he/she has read the contract in its entirety and agrees to these terms and conditions.

Signature of Mare Owner/Authorized Agent

Date

Address

Home Phone

Cell Phone

Email address