



Cooled Semen Contract

2017 Breeding Season

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By signing final page, Mare Owner agrees that he or she has read and accepts *all pages* of this contract. A copy of the Mare's papers must accompany this contract.

I. MARE OWNER

Name: _____
Address: _____
Telephones: _____
Email: _____

II. DESCRIPTION OF MARE

Name: _____
Age: _____ Breed: _____
Registration: _____
Maiden: _____ Not Bred: _____ Barren To: _____
In Foal to: _____ Last Breeding Date: _____

Sire: _____ Breed: _____
Registration: _____

Dam: _____ Breed: _____
Registration: _____

Dam's Sire: _____ Breed: _____
Registration: _____

TO BE BRED TO DARCO SON 2017 SERVICE FEE \$800.00

III. BREEDING RIGHT AGREEMENT

The Mare Owner hereby confirms a reservation to the Stallion Darco Son for the year 2017. The breeding right is sold with a Three Year Term, with Live Foal Guarantee. Mare is booked specifically by name. The booking may not be transferred to another mare *without the prior written consent of the October Hill Farm*. If the semen is used on a mare not named in this contract without October Hill Farm's consent, this contract and all of its guarantees become null and void. If the Mare, or her substitute, does not conceive within the term of the contract, October Hill Farm will have the sole discretion of extending this contract for one additional year.

IV. FEES & TERMS

1. A non-refundable Booking Fee of \$ 200.00 is due upon submission of this contract. This fee secures the Mare's place in the Stallion's Breeding Book for the 2017 season. This fee is payable in each subsequent season that the Mare is bred on this contract.
2. The Stud Fee of \$ 800.00 must be paid in full prior to shipping of first dose of semen.
3. A Lab Fee of \$285.00 is due prior to first shipment of semen, with an additional Lab Fee of \$285.00 due and payable for each subsequent shipment, prior to collection, as they occur. These lab fees cover cooled semen processing and handling fees exclusively.
4. Semen will be shipped utilizing the Equine Express II disposable shipping container.
5. All semen transportation costs will be responsibility of the Mare Owner; a shipping deposit of \$100.00 will be required before the first shipment. Shipping costs will be deducted from this deposit and any leftover balance will be refunded upon the return of the completed Mare Breeding Passport.
6. The Booking Fee and deposits may be paid by check made payable to October Hill Farm or can be paid by credit card. Checks returned for insufficient funds will incur a \$30.00 charge per occurrence and will void all obligations of October Hill Farm under this contract.
7. Mare Owner *is required* to provide a credit card which will be valid throughout the duration of the breeding season. Third party credit card use is not allowed without written permission from the third party and verification by October Hill Farm at least ten days prior to shipment. All credit card charges will have a convenience fee of 3.5% added.

Type of Card: _____ Exp. Date: _____
Card Number: _____
Security Code: _____ (3-digit code on back of card)
Name on Card: _____
Signature: _____

8. In most cases, Federal Express overnight express morning delivery will be used for Mare Owner's semen shipment. In situations where Mare Owner lives in a location where Federal Express does not make on-location deliveries via this service, Mare Owner is responsible for locating the nearest Federal Express hold location and then providing the mailing information to October Hill Farm. This condition also applies if the Mare Owner requires a Federal Express Saturday delivery.
9. Mare Owners may provide their own Federal Express account number for shipping; claims against Federal Express for loss or damage on such shipments will be the responsibility of the Mare Owner.
10. October Hill Farm will insure each shipment for \$275.00. If Mare Owner wishes to waive this insurance or reduce the level, please initial here and fill in the level desired. _____ October Hill Farm will make damage claims on shipments made under its own account number, but makes no guarantees on the outcome of the claims, and will make assessments to the Mare Owner regardless of the outcome.
11. If the Mare Owner requires a same-day counter-to-counter shipment (via commercial airline), Mare Owner is responsible for an additional airport courier fee of \$85.00 for each airport delivery. Due to heightened airport security, October Hill Farm may only consign with airlines with which it is a known consignor, and the named consignee must show identification to pick up counter-to-counter shipments from the airline freight office. October Hill Farm will contact Mare Owner with flight and arrival information and a waybill numbers once the freight is consigned.
12. In all cases, October Hill Farm makes no guarantee on the on-time arrival of shipments.
13. If the mare is flushed for embryos and produces more than one pregnancy in recipient mares, the Mare Owner will be charged a fee equal to 80% of the contractual breeding fee, or \$ 640.00 _____, for each additional pregnancy.
14. Upon the reconciliation of the Mare Owner's account and the return of the completed Mare Breeding Passport, a Breeding Certificate will be issued, and any refund of deposits will be made.

V. CONDITIONS

1. It is the burden of the Mare Owner to ensure that the mare is ready to breed during published available dates, which are posted to our website. In general, the breeding season at October Hill Farm begins in February and concludes by July 1st; however, the Stallion may not be available by fresh semen due to conflicts with competition. Extensions to the season dates are not guaranteed, but will be considered on a case by case basis.
2. Should the Mare be ready to breed at a time when the Stallion is not available by fresh semen, October Hill Farm offers to substitute frozen semen from the Stallion. Mare Owner will incur fees specifically for shipping and handling of frozen semen in this case. A maximum of 4 doses of frozen semen will be shipped over 2 heat cycles. Alternatively, the Mare Owner may choose to substitute another available October Hill Farm stallion for fresh semen of equal or lesser cost and the difference in cost will be refunded to the Mare Owner.
3. Mare Owner agrees to observe protocol for shipment of fresh cooled semen as determined by October Hill Farm. October Hill Farm cannot guarantee shipment of semen if the request is not received by 8:00am (CST) the day of the collection.
4. October Hill Farm observes an every-other-day collection schedule for fresh semen which includes all weekends and holidays. Mare Owner is responsible for conveying this schedule to the attending veterinarian.
5. October Hill Farm assumes responsibility only to deliver fresh cooled semen from the herein named stallion in viable condition at the time of dispatch to Mare Owner. Mare Owner is responsible for picking up the container at the shipping destination and delivering it to the insemination site if the shipping service does not deliver directly to that site. Semen must be handled and administered by a licensed veterinarian who is experienced in the practice of artificial insemination on the same day that the delivery is made to the Mare Owner. All inseminations must be recorded on the Mare Breeding Passport and signed in each instance by the veterinarian.
6. If Mare Owner has Mare in control of an agent for breeding, an additional form, the Agent Assignment and Authorization, must be on file prior to the first shipment.
7. Mare Owner agrees that October Hill Farm will not be held responsible for shipments lost, delayed or damaged do to shipping mishaps, interruptions, or similar uncontrollable situations.
8. Any attempt to obtain a pregnancy with the semen in any other mare other than the one herein named will result in forfeiture of all fees, balance of shipping fees, collection deposit and the right to a breeder's certificate on the mare herein named.
9. Should October Hill Farm fail to deliver live cooled viable semen from the stallion herein named on the correct date, or if a licensed veterinarian determines upon examining the semen, using proper procedures, that the semen is not viable for breeding purposes, the Mare Owner will be entitled to one (1) additional shipment of semen free of charge. Mare Owner's veterinarian will contact October Hill Farm immediately upon receipt of the shipment to report this situation and provide necessary details as requested. Reports from anyone not a licensed and qualified veterinarian may not be accepted.
10. Mare Owner must ensure the healthful condition and breeding soundness of the mare prior to insemination. October Hill Farm can make no guarantees of pregnancy on any mare of any age. The Mare Health Form must be signed and submitted to October Hill Farm prior to initial shipment of semen.
11. Mare Owner is solely responsible for determining whether a resulting foal can be registered successfully in the studbook of Mare Owner's choice and is further responsible for presenting Mare for studbook entry if necessary and for payment of any membership fees or Mare activation fees with the selected registry.
12. **Mare Owner must have mare checked for pregnancy by a licensed veterinarian at minimum forty-five (45) days and again at sixty (days) after the last insemination, and must inform October Hill Farm of the mare's pregnancy status using the Mare Breeding Passport.** Important: Veterinarian's written notice of loss of any pregnancy after the sixty (60) day check is required within two (2) days of veterinary examination in the form of a Veterinarian's Certificate.

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13. If the Mare herein named dies prior to insemination, another mare may be substituted with the prior written consent of the October Hill Farm, with the same terms and conditions of this contract applying.
14. If the Mare Owner has purchased this breeding through a stallion service auction, Mare Owner is responsible for all costs except the current season stud service fee of \$ 800.00 _____.
15. In the event that the Mare is sold after breeding, this contract is not transferable unless upon written consent from October Hill Farm.

V. DEATH, SALE OR UNFITNESS OF STALLION

In the event that Stallion dies, is sold, or in any way becomes unfit for service prior to servicing mare, the booking fee and/or deposits paid will be returned in full. Mare Owner is not entitled to any refund if the Stallion should die, is sold, or becomes unfit for service after having serviced the Mare Owner's mare at least once during this season. Under these circumstances, Mare Owner may elect to use another October Hill Farm stallion, as available, and will be responsible for all costs associated with breeding the mare and will be subject to all terms and conditions of this contract.

Read this contract carefully. Sign and return a copy with Booking Fee to October Hill Farm. Upon completion of signing, this contract becomes a full binding agreement between both parties, subject to all stipulated term and conditions and sets forth the entire agreement of the parties. This contract shall not be assigned or transferred by the Mare Owner. This contract shall be interpreted in accordance with the laws of the State of Texas. No failure on the part of Company to insist upon strict or literal performance of any part or provision of this Agreement, in its entirety, shall constitute a waiver of such provision or prevent Company from later requiring or taking stringent steps to enforce strict or literal performance of such part or provision of this Agreement. Further, no forbearance or neglect by Company, or failure by Company to insist upon strict or literal performance of any part or provision of this Agreement, shall confer on the Boarder any authority or permission no expressly granted in this Agreement or to waive any limitations on Boarder's authority expressed in this Agreement.

Signature of Mare Owner

Date

Print Name - Mare Owner

Signature for October Hill Farm

Date

October Hill Farm fax number 817-596-7574

Darco Son/Geronimo Fresh Cooled Semen Contract (page 3 of 3) Last Revised 10/11/16