

FROZEN SEMEN CONTRACT

The parties to this contract are Grazing Bit Performance Horses ("GBPH"), the owner of FlitYeahImaFirewater ("Gunner") , AQHA #5520205, 2013 Palomino stallion, 15.2 hh, 6 Panel N/N and _____ hereinafter referred to as Mare Owner. Mare Owner has engaged GBPH in one service to FlitYeahImaFirewater for the mare _____, AQHA/APHA/ApHC # _____, hereinafter referred to as the Mare, for the 2020 breeding season (the breeding season shall begin March 15 and end July 15, 2020 at a fee of \$850.00 (USD).

1. A non-refundable booking fee of \$500 is payable with this contract and the entire balance plus all unpaid expenses (1st shipping charges of \$300 INCLUDED in fee, \$300 for each additional shipment) will be payable prior to shipment of semen.
2. The Mare Owner shall agree that the mare offered for breeding shall be in sound breeding condition and free from infection or disease. Any mare certified by the attending veterinarian not to be, in their opinion, in sound breeding condition, shall not be bred. It is the Mare Owner's responsibility to verify health and breeding soundness of the mare. It is further agreed that should the above-named mare die prior to foaling, the Mare Owner may substitute another mare, to be used in the following season only, if it is agreed to by both the Mare Owner and GBPH. Pregnancy exam must be completed within 30 days of insemination.
3. Mare Owner agrees to assume responsibility for all facets of breeding the mare and agrees to use all semen provided under this agreement solely to breed the Mare named above. Any attempt to use any portion of any semen shipped to Mare Owner to breed any other mare shall automatically terminate all obligations of this agreement and result in forfeiture of all breeding fees, shipping fees, booking fees, and the right to a breeder's certificate. Any resulting foal from such unauthorized use will immediately make due to GBPH liquidated damages of \$2000.
4. Live Foal Guarantee: Live foal means that the foal shall stand and nurse and alive to 1 week old. It is understood that if the mare proves barren, aborts her foal, or if the foal is stillborn, or dies within 1 week, a rebreed will be guaranteed the following year only, provided proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Mare Owner (this shall include abuse or neglect). No rebreed fee shall be due should a rebreed become necessary. However, the Mare Owner shall be responsible for any shipping fees for rebreeds. Rebreeds are only available the year immediately following the initial contract breeding season.
5. A Breeder's Certificate will only be issued to the Mare Owner upon request and notification of birth of the foal. Mare Owner shall contact GBPH no later than August 15th of the foaling year.
6. Unless otherwise expressly agreed to in this contract, semen provided for this season shall be frozen semen. The mare owner shall be responsible prior to shipment of semen that the persons or entity performing the insemination shall be trained and prepared to handle frozen semen using deep horn frozen insemination techniques. All insemination attempts shall be via deep horn insemination techniques. Any attempt to inseminate the Mare by a person that is not qualified for deep horn frozen insemination shall automatically void the Live Foal Guarantee. Any attempt to inseminate the mare by techniques other than deep horn insemination shall automatically void the right to rebreed the mare.

Shipping and Collections services to be completed by:

High Plains Genetics
13171 High Plains Pl
Piedmont, SD 57769
Phone: 605-787-4808

Choice of Law and Venue

Any disputes arising out of this contract shall be settled under the laws of the State of Wyoming. Any suits arising under this contract must be brought in the County Court at Law of Niobrara County, Wyoming. All parties to this contract consent to personal jurisdiction of the County Court of Law of Niobrara County, Wyoming regardless of where they may be found. Should any suit be brought in any court other than the County Court at Law of Niobrara County, Wyoming GBPH shall be entitled to reasonable attorney's fees and expenses to dismiss such suit or have it properly transferred to the County Court at Law of Niobrara County, Wyoming. Notice of any such suit shall be made to the agent of GBPH, Krystal Peterson Lusk, Wyoming.

All legal notices to the Mare Owner shall be made to

Name: _____

Capacity: Owner/Agent/Executor/Other: _____ (describe)

Address: _____

Phone: _____

Fax: _____

Email: _____

Stallion Service Contract Fees:

Payable with Credit card, check, or PayPal (vfburrseye@gmail.com)

Booking Fee + Stud Fee (1 st shipment included in fee)	\$850.00
Discounts Applied:	\$
Total Paid with Contract	\$
Total Remaining (2nd Shipping & Collection not included)	\$
Shipping fee: \$300 overnight/\$445 counter to counter	\$
TOTAL	

Sign and Return ALL Breeding Documents to:

Krystal Peterson
307 Quarter Horses
PO Box 577
Lusk, WY 82225
or Email: vfburrseye@gmail.com

Be sure to include all applicable fees with contract and a copy of Mare's Papers. All fees must be paid prior to shipping semen.

This document shall encompass the entire agreement between GBPH and the Mare Owner. This agreement by only be modified in writing signed by all parties to this contract. This contract is not binding until a signed copy is returned to BTB and signed by an authorized agent of GBPH.

Signature (Mare Owner)

Signature (authorized agent of GBPH)

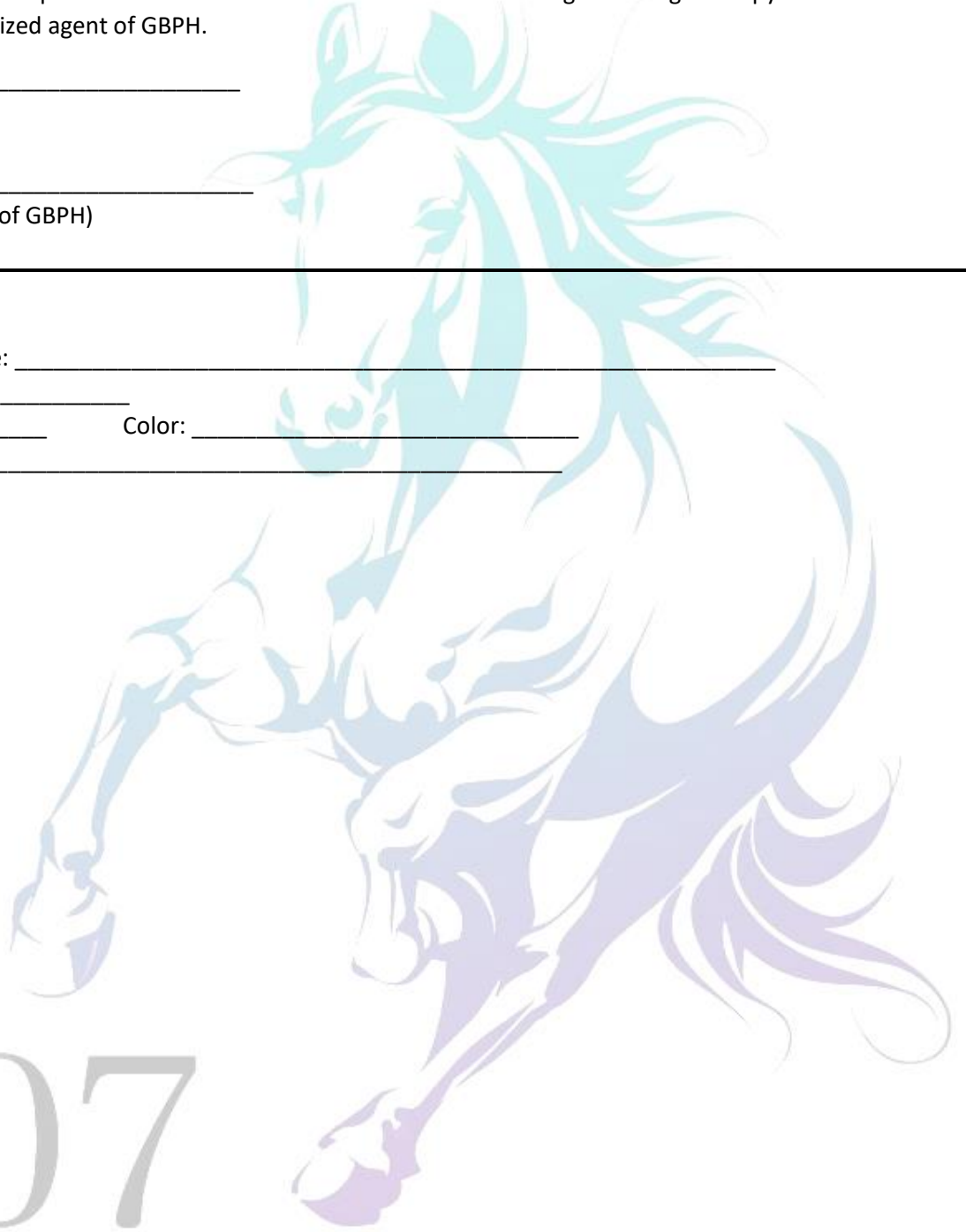
Mare Information

Mare's Full Registered Name: _____

AQHA # _____

Year Born: _____ Color: _____

Mare Owner's Name: _____



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Quarter Horses