

Reisinger Farms

Box 511, Eldora, IA 50627 Fax: (641) 858-3963 Phone: (641) 858-3233

TRANSPORTED COOLED SEMEN SERVICE CONTRACT

This certifies _____, herein referred to as Purchaser, agrees to have a licensed veterinarian artificially inseminate the mare, _____, Reg. No. _____, utilizing transported cooled semen from the Stallion, Reg. No. _____, for the 2002 season, at a fee of \$_____. Reisinger Farms will herein be referred to as Breeder.

The service is subject to the following:

1. Booking fee of \$ 250.00 to be paid upon execution of this agreement. This booking fee is not refundable.
2. **The stallion fee must be paid in full by the Purchaser and received by the Breeder prior to shipment.** The Purchaser shall be billed monthly for all expenses including, but not limited to shipping charges, cost of container, vet/health paper work, and collection fees.
3. **Requests for semen must be received by 5:00 P.M. (CST) the day preceding shipment. Shipment will be made only on regularly scheduled breeding days.** Requests for semen and inquiries into the semen collection schedule are available at (641) 858-3233, from 9:00 A.M. to 5:00 P.M. (CST). All requests for semen shipments shall be filled in the order received. If there is sufficient semen to fill all orders on a given day, the Breeder's veterinarian will determine how many orders shall be filled.
4. The breeding season in force for this contract shall begin Feb. 1 and close July 1 of the year covered by the contract.
5. Live Foal Guarantee: Live foal means the foal shall stand and nurse. Purchaser agrees that the Breeder, stallion owner and/or manager of any other agent of the Breeder does not make any guarantees as the quality, or confirmation of the foal, nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. If the mare proves barren, aborts her foal, or if the foal is stillborn, a return season will be guaranteed (subject to section ten of this contract) the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days after the mare has slipped or produced a non-viable foal. The Purchaser shall certify that such abortion or death did not result from any act or omission by the Purchaser.
6. Refund of Fees: This agreement shall be null and void and the Purchaser shall be entitled to a refund of the stallion fee if the stallion should die, become unfit for service, or be sold prior to servicing the mare in the present breeding season. A return season is not allowed and there will be no refund of the stallion fee under this contract if the stallion named in the contract should die, become unfit for service, or be sold.
7. Non Assignment: This agreement cannot be transferred or assigned by the Purchaser. 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.
8. A "Breeder's Certificate" will be issued for the foal, conceived by this mating, when all fees and expenses have been paid in full, and upon notification that the mare has produced a live foal.
9. Warranty: The Breeder, or any agent of the Breeder is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished thereunder except that it is semen from the stallion named in this contract.
10. Governing Law: This contract is governed and enforced by the laws of the State of Iowa. The parties agree that venue for any dispute shall be in Hardin County, Iowa.
11. When the above named Purchaser signs and returns one copy of this contract to the Breeder, it will be a binding contract on both parties, subject to the terms and conditions. This contract will expire if not signed and returned by _____.

Date _____

Purchaser's Phone Numbers

SEMEN SHIPPING INFORMATION

I accept the above agreement, Purchaser's Signature

(Day)

(mailing address)

Street

(Night)

City, State, Zip