



Return signed contract and appropriate fees to:

Signature Equine  
PO Box 192  
Morris, OK 74445  
641-740-2155

### SHIPPED SEMEN BREEDING CONTRACT, CLYDE'S GALLANT FOX

This JACK BREEDING CONTRACT for the breeding season of 2018, is made and entered into on \_\_\_\_\_ by and between Dan & Tabitha Holland, Signature Equine/Dwain & Samantha Francis herein after designated breeder, and \_\_\_\_\_ hereinafter designated mare owner. Mare/jennet owner agrees to breed the Mare/jennet \_\_\_\_\_, Reg.No. \_\_\_\_\_, to the Mammoth Jack, Clyde's Gallant Fox, for the fee of \$650.00 for one mare/jennet, or \$1000 for two mares/jennets, for a live foal(s), subject to the following conditions:

The full breeding fee and first shipment fee is payable upon execution of this contract. Additional shipping fees paid as incurred. Credit Cards are accepted with a 3% surcharge.

#### **Breeding Arrangements:**

1. The Breeding Jack is collected as necessary. It is the mare/jennet owner's and his/her veterinarian's responsibility to confirm our breeding/shipping days.
2. To guarantee shipping, mare/jennet owner, or agent, must give at least a 48 hour notice of possible semen shipment required to Signature Equine and confirm shipment definitely required 24 hours prior to actual shipment.
3. Every effort will be made to accommodate your mare/jennet's breeding time-frame; however, it is the mare/jennet owner's responsibility to keep in touch with Signature Equine so that your veterinarian and ours can get your mare/jennet in foal on a timely basis. Failure to adhere to these arrangements may result in missed heats and delayed shipments, at the mare/jennet owner's expense. A veterinarian knowledgeable in successful insemination techniques must oversee off site inseminations, in order to maximize the potential of a timely pregnancy.
4. Semen that is picked up from Signature Equine by mare/jennet owner or agent will have a packaging cost of \$75.
5. If a mare/jennet dies or is deemed unfit to breed during the breeding season, a substitute mare/jennet, approved by the jack owner, may be bred without any additional breeding fee.
6. The mare/jennet owner agrees to have the mare checked by ultrasound no later than 18 days after insemination. If ultrasound is unavailable, mare/jennet owner agrees to have the mare/jennet checked for pregnancy by licensed veterinarian within 30 days of insemination. Mare/jennet owner agrees to provide Signature Equine with the results of the pregnancy exam no later than 30 days after insemination.

Breeder agrees to diligently try to settle mare/jennet; however, if mare/jennet fails to settle, for any reason, mare/jennet owner will hold breeder blameless. Mare/jennet owner agrees to give breeder ample opportunity to settle mare, including a minimum of 3 breeding cycles.

This Contract contains a 'Live Foal Guarantee'. A live foal is described as a newborn foal that stands and nurses without assistance. If foal is born dead there are return privileges for the 2019 season only if Breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal", the mare/jennet should miscarry, abort or prove barren after leaving the breeder's premises, mare/jennet owner has the privilege to return her for rebreeding during the current breeding season, or the following year, 2019.

A 'Breeder's Certificate' will be issued for the foal conceived by this mating when jack fee, veterinarian expenses and all other expenses have been paid in full and, when mare has produced a live foal that stands and nurses by this mating. Both parties agree that Signature Equine, the breeder, their agents or employees are not liable for death, sickness

and/or accident including consequential damages caused to the mare/jennet and/or foal unless such death, sickness and/or accident was by the willful and wanton gross negligence of the breeder; and the mare/jennet owner is not liable for death, sickness and/or accident including consequential damages caused to the stallion.

It is further agreed that should the jack die, be sold by the owner, or become unfit for service, prior to settling the mare/jennet, that the breeding fee will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed, the breeder has the option to accept another mare/jennet as a replacement.

This contract is non-assignable and non-transferable. The mare/jennet owner is responsible for all personal property taxes and full insurance on mare and foal (if desired).

Company \_\_\_\_\_ Policy Number \_\_\_\_\_

Telephone # \_\_\_\_\_

This contract is entered into in the State of Oklahoma and will be interpreted and enforced under the laws of that state. If any clause in this contract is against state laws, then that clause shall be null and void.

Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach

This Contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written Contract. Additional conditions should be individually initialed by each party. If none, check box. [  ].

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When Mare/jennet owner and breeder sign this Contract, it will then be binding on both parties, subject to the above terms and conditions.

**Dan & Tabitha Holland**  
**Signature Equine**  
**PO Box 192**  
**Morris, OK 74445**  
**641-740-2155**

Breeders (or authorized agent's) Signature \_\_\_\_\_ Date \_\_\_\_\_

Owner Name \_\_\_\_\_

Owner Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone Numbers \_\_\_\_\_

Owner (or authorized agent's) Signature \_\_\_\_\_ Date \_\_\_\_\_

Copies of registration papers if applicable and photos are appreciated.

**Description of Mare/Jennet and foal if applicable (List additional Mare/Jennets on the back):**

Name: \_\_\_\_\_ Year Foaled \_\_\_\_\_

Color: \_\_\_\_\_ Breed/Registraion # \_\_\_\_\_

Foal Name \_\_\_\_\_ Sex \_\_\_\_\_

**Shipment Information and Additional Charges for Cooled Transported Semen:  
It is the mare owners responsibility to order a shipment at least 24 hrs in advance.**

1. Semen will be sent via Fed-EX (next day arrival) at \$150 per shipment.
2. If Fed-Ex delivery is not available within a 24 hr period, additional notice will be required. Mare/jennet owner should check with Fed Ex for weekend, holiday delivery or customer pickup.
3. Signature Equine shall not be responsible for the COSTS arising from shipments lost, damaged, or delayed in transit, or condition of cooled shipped semen upon delivery. We have no control of the shipment after it leaves our custody.
4. **Semen will be shipped in an Equitainer to ensure you receive the best possible quality.  
The Equitainer MUST be returned at your earliest convenience not to exceed 7 days.**

Contact person: \_\_\_\_\_

Contact person phone# \_\_\_\_\_

Contact person email: \_\_\_\_\_

Contact fax: \_\_\_\_\_

Shipping address \_\_\_\_\_

Closest Airport \_\_\_\_\_

Shipping fees must be paid before shipment. You can either include the \$150 fee with the stud fee at time of booking or you can include your credit card information and we will bill you at time of shipping.

Credit Card Information:

Cardholder Name \_\_\_\_\_ Type of Card \_\_\_\_\_

Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_ CVC \_\_\_\_\_

Billing Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_