

2009 Breeding Contract Frozen Semen for Face It Im Good

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Corgill Happy Heart Ranch (CHHR) has AQHA Champion Stallion Face It Im Good, registration # 3278932, available for breeding to AQHA, APHA and TB mares. The breeding season contract period in force for this contract shall be for the year 2009. Face It Im Good has frozen semen qualified for export. The collection, storage and shipment is being handled by Select Breeders Southwest, Inc. (SBSW).

A- To make this contract valid CHHR must be in possession of:

- 1- a signed original contract
- 2- photocopy of mare's breed association registration papers showing current owner
- 3- for TBs a copy of TB's AQHA listing number
- 4- payment of the non-refundable booking fee on signing of contract
- 5- payment balance of the Stud fee and any other outstanding fees prior to shipment

B- The Stud fee for 2009 is \$1250. The non-refundable booking fee is \$400 and is credited to the Stud fee. The contract Stud fee/booking fee is a one-time payment to CHHR by bank to bank wire transfer payable to Corgill Happy Heart Ranch. **Embryo Transfers:** Each embryo transferred to a recipient mare must pay the Stud fee per contract. Each settled recipient mare is allowed live foal guarantee. **Multiple mare discount:** If two (2) mares are bred, multiple owners allowed, the first will pay the full Stud fee including the booking fee, the second will be **free**. Multiple embryo transfers qualify for this discount. When CHHR receives these documents and fees, CHHR will provide SBSW with authorization to ship semen to the mare owner.

C- If original mare(s) on this contract becomes settled and there are unused frozen semen doses from the shipment, mare owner may attempt to settle additional mare(s). Each additional mare(s) that becomes settled must comply with paragraph **A-** items 2 and 3, pay stud fees per paragraph **B-**, and is allowed the provisions of paragraph **H-** and **I-** of this contract. If additional mare(s) do not become settled, the provisions of this contract will not apply to the additional mare(s).

D- The mare owner must arrange shipment of the semen with SBSW. SBSW will provide the mare owner with the "Required Information For Export" forms. The mare owner will complete the forms and return them to SBSW. The mare owner should contact their department of agriculture to determine if they must apply for an import permit prior to the shipment being sent. Once SBSW receives the information from both the stallion owner and the mare owner, they will begin processing the paperwork for the shipment. This process will take two to three weeks as the health certificate must be prepared, signed by the veterinarian then sent to the USDA for approval.

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E- SBSW will ship 4 doses of frozen semen for each mare that is to be bred. This will allow the mare owner to breed their mare for at least two cycles. The frozen semen is shipped in vapor shipping containers which do not contain any liquid nitrogen. Prior to shipment the containers are primed with liquid nitrogen for a period of at least 24 hours. Then the liquid nitrogen is removed before shipping. The vapor shippers weigh less, cost less to ship, are considered non-hazardous, and will maintain the proper temperature for 7 to 10 days. SBSW WILL NOT SHIP LIQUID SHIPPING CONTAINERS. SBSW will only export shipments on Mondays and Tuesdays to avoid the shipment sitting in customs over the weekend.

F- SBSW ships the frozen semen via Federal Express Overnight to their export agent in New York. Upon arrival the export agent will book the shipment on the most direct flight to its destination, usually leaving on the same day it arrives in New York.

G- Prior to any shipment for this contract, SBSW must have shipping information and all shipping fees paid. Shipping fees are determined by FedEx and air carrier charges to the shipping destination.

H- This contract is Live Foal Guarantee once the mare has been certified to have settled. "Live Foal" means being able to stand on its own and nurse. CHHR upon notification of a Live Foal will issue to the mare owner the Breeders Certificate for the foal conceived by this mating provided that all fees and bills to CHHR and SBSW are paid in full.

I- The breeding contract period for this contract may be extended to the 2010 breeding season, with **payment of a \$400 rebreed fee for each mare**, for the following reasons:

- 1-If the mare aborts her foal, or does not deliver a live foal.
- 2-If the mare proves barren, with an approved substitute mare.
- 3-If the mare dies before producing a live foal, with an approved substitute mare.
- 4-If the mare becomes unfit to breed before becoming safe in foal, with an approved substitute mare.

The shipping fee must be paid to SBSW for every shipment. No previously paid Stud/booking fees, or shipping fees will be refunded. Stallion owner will have no further liability hereunder for servicing said mare or approved substitute mare beyond the 2010 breeding season.

J- CHHR and SBSW agree that should the stallion die, be sold, or become unfit for service: *i.* prior to shipping frozen semen on this contract and SBSW no longer has frozen semen available to ship, the Stud/booking fee and any pre-paid shipping fees and deposits less expenses owed will be refunded; *ii.* prior to settling the mare and SBSW no longer has frozen semen available to ship, the Stud fee **less** the booking fee and any pre-paid shipping fees less expenses owed will be refunded; no fees for completed shipments will be refunded.

K- CHHR makes no representations or warranties, expressed or implied, regarding the delivery of the frozen semen delivered under this contract, and shall not be responsible for delayed, lost, mishandled, or damaged deliveries.

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L- If there is any discrepancy between SBSW's "Required Information For Export" forms and procedures, and this breeding contract, the current SBSW contracts and forms will prevail.

M- All disputes related to this Breeding Contract shall be governed by the laws of the State of Texas. Mare owner agrees that personal jurisdiction and venue of all such disputes shall be in Bandera County, Texas.

This contract constitutes the entire agreement of the parties signing concerning the breeding of listed Mare(s) to Stallion and supersedes all other agreements or understandings between the parties, written or oral, and is non-assignable and non-transferable. Any modification or waiver of any provision of this contract shall be binding only if placed in writing and signed by both parties. The invalidity of any portion of this contract will not and shall not be deemed to affect the validity of any other provision. If any provision of the contract is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to expunging the invalid provision.

Mare owner _____
print name signature date

Mailing address _____ e-mail _____
_____ Phone # _____

Mare owner _____
second owner print name signature date

Mailing address _____ e-mail _____
_____ Phone # _____

Mare name _____ Registration # _____

Mare name _____ Registration # _____

Stallion owner Teresa J. Corgill _____
print name signature date