



SHERI BALZER

Stallion Service Shipped Agreement and Liability Release

This shipped semen contract is for the breeding season of _____ through _____, 20____ is made and entered into on this day _____ of _____ 20____, by and between **Sheri Balzer** hereinafter designated Breeder, and **Key Stallion Station, LLC**, hereinafter designated as Breeding Facility, and _____ hereinafter designated, Mare Owner.

Mare owner agrees to artificially inseminate the mare _____, breed _____ Registration number _____

Breeder agrees to ship cooled semen collected from the stallion **BH HANCOCKS STAR, AQHA # 3835125** for the fee of **\$1000.00** dollars in U.S. Funds, for a live foal subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$250.00 in U.S. funds, payable upon execution of this contract. Upon payment of booking fee and completed contract Breeder does hereby reserve one season's booking of the said stallion for the said mare. Said booking fee will be applied toward the breeding fee. The balance of this fee, as well as, all collection and shipping fees must be paid in full and received by Breeding Facility prior to shipment of semen. The \$250.00 shipped semen fee includes collection, lab, Equine Express II Disposable packaging and Federal Express shipping. Additional shipments, if needed, will be \$250.00 prepaid.

If it is necessary to use same day air service transport, charges will apply for courier fees to airport. Air freight will be billed according to costs incurred. You may choose to use Breeding Facility Equitainer to transport your semen. Equitainer must be returned in good, re-useable condition, within two (2) working days after mare is inseminated. Mare Owner agrees to pay the return freight charges and insure Equitainer with shipper to cover loss and/or damages. If Equitainer is not returned within two (2) working days, a \$20.00 fee will be charged for each day it is not returned. Mare Owner agrees to pay for any loss or damages to Equitainer. All shipping fees apply to deliveries within the continental United States only. Deliveries outside the continental U.S. are subject to additional charges. All fees and charges are payable in U.S. funds.

Breeding Facility accept payments by (check payment type): Check Money Order Visa Master Card Discover Card

Credit Card Number: _____ - _____ - _____ - _____ Expiration Date: _____/_____

Cardholder's Signature _____ Authorization Code (last three numbers from back of card) _____

Credit card charges exceeding \$500.00 will be charged a service fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks. Personal checks must be received 10 days prior to shipment. Certified checks will receive immediate credit.

2. Breeding Facility collects and ships Monday through Friday during the breeding season. Breeding Facility requires the order to ship semen be made by 6:00 PM Mountain Standard Time the DAY PRIOR TO SHIPMENT. Mare owner may cancel shipment until 10:00 AM Mountain Standard Time on the day of shipment at no penalty provided shipment is delivered using Federal Express. Semen orders for same day air service are required by 12:00 PM Mountain Standard Time the day prior to shipment. Same day air service can be canceled up to 9:00 PM Mountain Standard Time the day prior to shipment. All requests shall be filled as received. If there is insufficient semen to fill all orders on a given day, priority is given to earliest received contract.

3. Semen will be shipped Federal Express Priority Overnight delivery or same day air transport service. It is the Mare Owner's responsibly to contact Federal Express to learn of any delivery limitations in your area and to notify Breeding Facility of how the shipment can reach Mare Owner the next day. Federal Express does not deliver to post office boxes and does not deliver on holidays. No warranty, expressed or implied, shall accompany the cooled semen transferred under the terms of this Agreement. Breeding Facility will make every attempt to deliver cooled semen timely and in good condition, however, Mare Owner acknowledges the Breeding Facility cannot guarantee delivery within a specific time period, nor that the cooled transported semen will safely reach the insemination destination without losing some of its integrity, quality or characteristics.

4. A copy of registration papers must be received by Breeding Facility before semen will be shipped

5. Mare Owner understands and agrees that the said mare should be checked by ultra-sound methods, performed by a qualified veterinarian prior to having semen shipped. A qualified veterinarian or technician should be used in the procedure of artificial insemination of said mare.

6. This contract contains a "Live Foal Guarantee." If foal dies within **24 hours** or is stillborn, return privileges for the 20_____ season apply only if Breeder is notified within ten (10) days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the mare should miscarry, abort or prove barren, Mare Owner has return privileges the 20_____ season. All shipped semen charges in paragraph 1 will be applicable. The normal collection and shipping fee must be paid in full prior to shipping. A substitute mare can be returned for breeding by mutual consent of Mare Owner and Breeder.

7. A "Live Foal Guarantee," applies only if said mare is checked in foal by a licensed veterinarian and written confirmation from the licensed veterinarian is sent to Breeding Facility within **30 days** post breeding.

8. A "Breeders Certificate" will be issued for the foal, conceived during this mating, when stallion fee and all other expenses have been paid in full, and when mare has either, at Breeder's option, been (a) pronounced safe in foal, or, (b) has produced a live foal by this mating.

9. It is further agreed that should the stallion die, be sold by the owner, or become unfit for services, prior to settling the mare, \$_____ of the breeding fee will be refunded; if it has been paid in full, thereby, canceling this contract. If the mare dies or becomes unfit to breed, the Breeder has the option to either, (a) accept another mare according to paragraphs 6 and 7 as a replacement, or (b) refund \$_____ of the breeding fee, if it has been paid in full, thereby, canceling this contract.

10. This Contract is non-assignable and non-transferable, by the Mare Owner without prior written permission of the Breeder.

11. This Contract is entered into the State of Colorado and will be interpreted and enforced under the laws of the state. Any legal action must be brought in **Elbert County, Elbert, Colorado**

12. The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement will be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators as appointed in accordance with said rules. Said arbitration shall take place in **Elbert County, Elbert, Colorado**.

13. This Contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional comments. If no additional comments, check here (____).

When Mare Owner, Breeder and Breeding Facility sign this Contract, it will then be binding on all parties, subject to the above terms and conditions.

Date

Date

Date

Breeder (or authorized agent) Signature

Breeding Facility Signature

Mare Owner (or authorized agent) Signature

**14735 Spiritwood Loop
Elbert, Colorado 80106
(719) 494-2084**

**Key Stallion Station
Kathy Key-Manager
26826 US Highway 50 East
Pueblo, CO 81006-9799
(719) 544-2740 phone
(719) 544-1988 fax**

Mare Owner Address

(____) _____

Phone

(____) _____

Fax

Email

Please make stallion fee checks payable to Sheri Balzer

White Copy: Key Stallion Station
Pink Copy: Stallion Owner
Yellow Copy: Mare Owner