

Mr. Awesome Affaire 2008 Breeding Contract

This is a contract for the purchase of semen from the Appaloosa Horse Stallion, Mr. Awesome Affaire, by YOR High Noon out of YOR All Heart CJ APhC registration # 693440. The stallion is owned by High Crest Reiners, INC. Semen will be shipped directly from Rood and Riddle Equine Hospital in Kentucky. Only frozen shipped semen to United States entities is available for this season.

This contract is made by and between Beverly & Harry Taggart of High Crest Reiners, INC, and _____ (Mare Owner)

To cover the insemination of the Mare _____
for the 2008 Breeding Season.

Breed of Mare _____
Registry # _____

High Crest Reiners, INC, and Mare Owner mutually agree that this contract includes the following terms & conditions:

1. Mare owner is the legal owner or lessee of the mare and desires to purchase semen to artificially inseminate the mare. Use of this semen is limited to the mare covered by this contract – a breeding certificate will be issued to cover registration of one foal, unless twins are born to the mare. Embryo transfers resulting in more than one foal being born will require the payment of additional breeding fees per foal.
2. The breeding fee is US \$1,000, in addition to a non-refundable \$500 booking fee. The first shipment of semen is included in the above fees. Mare owner agrees to pay the full breeding and booking fees before semen is collected and shipped (\$1500) to High Crest Reiners, INC.
3. Any additional shipments incur a collection fee of \$300 per shipment payable directly to High Crest Reiners, INC, prior to shipment. The dry shipper must be returned within 48 hours of receipt directly to Rood and Riddle. If the dry shipper is not returned within 5 days, mare owner will be charged the cost of replacement. A credit card number from the Mare owner must be kept on file with Rood and Riddle for this purpose exclusively.
4. The cost of shipping the semen by FedEx is covered by the collection fee. Typically two doses are sent per shipment.
5. Mare owner must give adequate notice to High Crest Reiners, INC that the mare is coming into heat. At least 48 hours shipment notice must be given for prompt service and to allow charging of the dry shipper. No semen will be shipped for the 2008 season after August 15th, 2008, unless mutually agreed upon by High Crest Reiners, INC and mare owner.
6. We recommend the mare be ultra sounded between 16 and 20 days following insemination, and if pregnant ultra sounded again between 28 and 30 days to confirm the pregnancy. When a pregnancy is confirmed, mare owner agrees to notify High Crest Reiners, INC of the pregnancy status.
7. High Crest Reiners, INC will make every effort to assist mare owner and mare owner's veterinarian in getting the mare pregnant. However, should the mare fail to conceive and a completed veterinary certificate to that effect be received by us, High Crest Reiners, INC will renew this contract on similar terms and conditions for the next breeding season with no charge for the breeding fee, except the 2008 collection fees. High Crest Reiners, INC reserves the right to require mare owner to substitute a comparable mare depending on information from mare owner and his/her veterinarian about the breeding condition of the mare.

8. Should the mare fail to carry the conception to full term and deliver a foal who stands and nurses, a return privilege will be granted which must be used in the next breeding season on the same mare or a comparable mare owned or leased by mare owner. The breeding fee will be waived, except for the 2009 collection fee cost. A veterinary certificate must be submitted concerning the early embryonic death, the abortion of stillborn nature of the foal plus a breeding soundness report of the mare to be rebred to affect this "live foal guarantee". This guarantee also covers the death of the mare prior to the time of birth of the foal, if the foal does not survive.

9. This contract is for frozen semen from Mr. Awesome Affaire. In case of the death or sale of Mr. Awesome Affaire, before servicing the mare or in honoring any return privilege or live foal guarantee, and in consideration of the availability of frozen semen, High Crest Reiners, INC reserves the right to satisfy its obligations under this contract by returning the breeding fee.

10. Mare owner assumes all responsibilities for the condition of his/her mare and bears all risk of loss or damage to the mare by death, disease, injury, infection or otherwise and by any cause whatsoever including inappropriate, untimely or negligent insemination or failure of insemination. Mare owner holds harmless High Crest Reiners, INC, its owners, officers, directors, employees, and agents from any liability for any and all damages associated therewith.

11. A Breeding Certificate will be provided to the mare owner for use in the foal's registration. It is the mare owner's sole responsibility to contact the appropriate registry and complete all requirements, including presentation of the mare and foal and payment of fees, for papers to be issued.

12. This breeding contract is subject to interpretation under the laws of the State of Montana and any disputes regarding it must be brought in a court of lawful jurisdiction in Lake County.

13. When signed by mare owner and counter signed by Beverly and Harry Taggart of High Crest Reiners, INC this contract becomes a binding contract of both mare owner and High Crest Reiners, INC. This contract is not assignable or transferable. Any alterations to this contract make it null and void. This contract constitutes the entire agreement between the parties with regard to the subject matter hereof, and supersedes all previous agreements. There are no other agreements, representations or warranties, either oral or written, between or among the parties.

Signature of Mare Owner _____

Date _____

Signature of High Crest Reiners, INC _____

Date _____

Mr. Awesome Affaire ApHC #613440

2008 Shipping information for frozen semen

(return this form before first requested shipment of semen)

Mare's Name: _____ Reg # _____

Owner's Name: _____

Mailing address: _____

City _____ State _____ Zip _____

Phone# _____ Fax# _____

Cell Phone# _____ Email _____

Is this for Embryo Transfer _____ (yes) _____ (no)

Current breeding status of mare:

Maiden _____ Year of last foal _____

Open _____ Last breeding date _____

In Foal _____ Due Date _____

Expected date for first semen shipment _____

Shipping address for semen (no P. O. Box – must be physical address)

Farm/Vet contact

Name _____

Street _____

City _____ State _____ Zip _____

Phone # _____ Fax # _____

Cell Phone # _____

Credit Card # for Rood and Riddle for deposit on Dry Shipper (see contract details)

Card type: _____ Card number _____

Exp date _____

Name on card _____ Signature _____

Shipping Method – FedEx *Please Note:*

We must receive this information at least 48 hours before the day of collection.

Contact numbers: Beverly or Harry Taggart (406) 270-7823

We will provide initial notification to Rood and Riddle approving the shipment.

Coordination of shipment must be done prior to 48 hours. Time is of essence! If you do not reach us in person, do NOT assume we got your message. The contacting vet at Rood and Riddle, if you could not reach us directly is Dr. Sheerin (859) 233-0371.

Mail Completed Contract to:

High Crest Reiners, INC. PO Box 34 Dayton, MT 59914