

E/L

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Edgewood/Lanning, Inc.

9979 Oak Creek Drive
Pilot Point, Texas 76258

Attending Vet:
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Pilot Point, Texas 76258
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STALLION SERVICE CONTRACT FOR COOLED SHIPPED SEMEN

This certifies that _____ (Mare owner/Purchaser) has confirmed a reservation for transported semen collected from the stallion, DUN SPLASH OF CREAM, for the mare, _____, Reg. No. _____ Breed _____ Age _____ for the 2022 season at a breeding fee of \$ 1500.00 *** NOTE: First semen shipment is included in breeding fee.

This contract is subject to the following:

- The mare owner/purchaser must sign and return the white copy of this contract to Edgewood/Lanning, Inc. before it is binding on both parties. A photo-static copy of both sides of the mare's registration papers, with current owner listed, must accompany this Stallion Service Contract for Cooled Shipped Semen. A copy of registration papers must be at ranch before semen will be shipped.
- The following fees are applicable and must be paid prior to semen being shipped:
 - A non-refundable booking fee of \$ 500.00 is due at signing and acceptance of this contract.
 - The non-refundable balance of the breeding fee of \$ 1000.00 is due before semen is shipped.
 - Shipped semen fees (required each item semen is shipped) are: *** NOTE: Shipped semen fees included at N/C for 1st shipment.
 - *Collection/Packaging Fee of \$ 200.00 *** per shipment.
 - *Shipping/Insurance Fee of \$ 150.00 *** per shipment for overnight delivery. Semen will be shipped via FEDEX or UPS and no shipments will be made until payment is received.
 - *We do not require a deposit on the semen container but it is the full responsibility and expense of the mare owner/purchaser to insure and return the container within 7 days; however, it is not necessary to send it back "overnight". Insurance coverage in the amount of \$300 is required on the returned container. This will cover the replacement cost of a new container should it be damaged or lost in transit.
- Semen is collected on a designated schedule. Stallion manager must be notified prior to 10:00 a.m. (Central Time) on the date semen is to be shipped. All requests for semen shipments shall be filled as received, subject to availability of semen on above named stallion, and at the discretion of stallion manager and/or veterinarian. If there is insufficient semen to fill all orders on a given day, the stallion manager and/or veterinarian will determine which orders will be honored. This decision will be based on information provided by the mare owner/purchaser's veterinarian.
- The mare owner/purchaser represents that the mare will be in a healthy and sound breeding condition at the time of artificial insemination. Owner/purchaser shall diligently attempt to settle the mare; if however, the mare does not settle, Edgewood/Lanning, Inc., stallion owner, stallion manager and ranch veterinarian will be held harmless. Owner/purchaser shall not be entitled to a refund of fees. If the mare does not conceive after several shipments of semen, the owner shall have the option to bring the mare to Edgewood/Lanning, Inc. to be bred during the remainder of the breeding season, the option of waiting to have semen shipped again the following year, or the option of having the mare bred at the ranch the following year. All rights of return to the stallion are subject to prepayment of costs as listed in Section 2, Item C. A veterinarian's certificate stating unequivocally that the mare is not pregnant or has lost her foal is required before the mare will be bred the following year. In the event the mare should be sent to Edgewood/Lanning, Inc. for breeding all customary charges incurred while at the breeding farm will be the sole responsibility of the mare owner/purchaser as stated in the Stallion Service Contract for Edgewood/Lanning, Inc. If the mare does not produce a live foal the year immediately following the initial year the breeding fee was paid the mare owner/purchaser shall have no further rights under this contract.
- Stallion owner guarantees a live foal (with return the following season only) from the semen contracted on the stallion named in this contract. A live foal is described as a newborn foal which stands and nurses without assistance. Edgewood/Lanning, stallion managers, stallion owner and/or agents will not be liable for any infectious, transmittable or inheritable diseases or conditions to the foal resulting from this breeding.
- If the mare is checked in foal and later aborts or fails to produce a live foal, the live foal guarantee will be void unless the mare owner/purchaser notifies the stallion manager by telephone or fax within 48 hours after foaling or aborting, and within 15 days thereafter furnishes the stallion manager a certificate by a licensed veterinarian substantiating the abortion or death of the foal and specifying the full particulars as to cause.
- If the mare is checked in foal but dies before foaling, the live foal guarantee will be void unless the mare owner/purchaser notifies the stallion manager by telephone or fax within 48 hours after the mare's death, and within 15 days thereafter furnishes a certificate by a licensed veterinarian substantiating the death and specifying the full particulars as to cause.
- It is agreed that should the above named stallion die or become unfit for service, or if mare dies or becomes unfit to breed, then this contract shall become null and void.
- This contract is not transferable or assignable. There shall be no right of return to the stallion if the mare named in this contract is sold or otherwise changes ownership after being serviced by the stallion except at the discretion of the stallion owner or stallion manager.
- A breeder's certificate will be issued to mare owner/purchaser after all expenses have been paid in full and upon notification of the birth of the foal.
- Edgewood/Lanning, Inc., its employees/agents, and/or stallion owners are not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished to mare owner/purchaser except that the semen shipped is from the stallion named in this contract.
- This contract shall be construed and governed by the laws of the County of Denton, State of Texas, and shall be binding upon the parties hereto and their personal representatives.

I hereby agree to these terms and conditions as set forth in this contract.

Dated: _____

EDGEWOOD/LANNING, INC.

BY: _____
Stallion Owner or Manager

MARE OWNER/PURCHASER

Address

City/State Zip

Phone (day/night)

PROVIDE THE FOLLOWING INFORMATION:

Street Address to be shipped to:

Name _____

Address _____

City/State/Zip _____

Phone (day/night) _____

Veterinarian:

Name _____

Address _____

City/State/Zip _____

Phone (day/night) _____

RETURN WHITE COPY TO RANCH

YELLOW COPY TO CUSTOMER