



Shipped Semen Agreement

Toll free:
866-385-2972

This Shipped Semen Agreement is made on _____, 20____,
by and between _____ (name)
of _____ (street address),
_____ (city), _____ (state), _____ (zip) ("Stallion Owner")
and _____ (name)
of _____ (street address),
_____ (city), _____ (state), _____ (zip) ("Mare Owner").

1. Mare. This agreement will apply to the following mare ("Mare"):

Registered name of mare: _____
Color and markings: _____
Breed _____, breed registry _____ and reg. no: _____
Year foaled: _____ Is Mare currently in foal? Yes No

If Mare is in foal, what is her last breeding date? _____ Anticipated foaling date? _____

2. Stallion. Subject to the other terms and conditions of this Agreement, Stallion Owner will ship Mare Owner semen from the following stallion ("Stallion") for the sole purpose of inseminating Mare:

Registered name of stallion: _____
Breed _____, breed registry _____ and reg. no: _____

3. Mare Owner's Representations and Warranties.

3.1. Mare's Health and Breeding Soundness. Mare Owner represents and warrants that except as noted below, Mare is in perfect health, is sound and breeding sound and will continue to be in such condition at the time of any and all inseminations pursuant to this Agreement.

Exceptions: _____

Mare Owner agrees to provide Stallion Owner with a true and complete copy of Mare's health records and breeding history for at least the 12-month period preceding the date of this Agreement. Mare Owner hereby grants Stallion Owner permission to obtain copies of veterinary records from any veterinarian who has treated Mare during the time that Mare Owner has owned Mare and/or sought veterinary care for Mare.

(Check if applicable) Prior to shipment of any semen, Mare Owner must have Mare examined by a veterinarian and a current uterine (endometrial) swab culture and a cytology (endometrial biopsy) performed showing that Mare is in sound breeding condition and free of any infection.

3.2. Ownership of Mare. Mare Owner represents and warrants that except for the following limitations, Mare Owner is the sole lawful and registered owner of Mare and has unlimited rights to care, custody, breeding and sale of Mare. Mare Owner agrees to provide Stallion Owner with a complete, genuine and current copy of both sides of Mare's registration papers showing Mare Owner as the registered owner.

Limitations on ownership (lease, spouse with community property rights, horse purchased on installments, previous seller with right of first refusal, etc.):

3.3. Mare Owner's Use of Semen. Mare Owner agrees that all semen shipped pursuant to this Agreement shall be used for the sole purpose of inseminating Mare. Mare Owner understands and agrees that other uses, such as inseminating an equine other than Mare, are material breaches of this Agreement and will terminate all rights of Mare Owner and obligations of Stallion Owner under this Agreement.

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- 3.4. Mare Owner's Responsibility to Monitor Mare's Fertility.** Mare Owner understands that it is Mare Owner's sole responsibility to monitor Mare's heat cycles and ovulation and to order shipped semen from Stallion Owner pursuant to Section 6.3.
- 3.5. Mare Must Be Inseminated by Licensed Veterinarian.** Mare Owner understands that Stallion Owner will only ship semen pursuant to this Agreement to a veterinarian licensed to practice in the state where Mare is located, and insemination of Mare with semen shipped pursuant to this Agreement may only be performed by such licensed veterinarian. Mare Owner will be solely responsible for all costs and expenses associated with insemination of Mare.
- 3.6. Pregnancy Testing.** At _____ days following each insemination of Mare pursuant to this Agreement, Mare Owner will arrange to have Mare checked for pregnancy. If Mare is determined to be in foal at the initial pregnancy check, Mare Owner will arrange to have Mare checked for pregnancy again at _____ days following the applicable insemination. All such pregnancy testing shall be performed via ultrasound by a veterinarian licensed to practice in the state where Mare is located. Within _____ days of each pregnancy test, Mare Owner will deliver a copy of the veterinarian's report to Stallion Owner. Mare Owner is solely responsible for all costs and expenses associated with such pregnancy testing.
- 3.7. Fertility Testing.** If Mare is not in foal after _____ semen shipments pursuant to this Agreement, Mare Owner agrees to have Mare's reproductive status evaluated by a veterinarian licensed to practice in the state where Mare is located. Mare Owner understands that Stallion Owner is under no obligation to ship any additional semen pursuant to this Agreement until such evaluation is complete and a copy of the veterinarian's report is delivered to Stallion Owner. If Mare is unsuitable for breeding, the conditions of Section 3.8 will apply.
- 3.8. No Substitutions for Mare.** Mare Owner understands that regardless of the circumstances, Mare Owner may not substitute another equine for Mare pursuant to this Agreement without the advance written permission of Stallion Owner, and it will be in Stallion Owner's sole discretion whether to accept any substitute mare. If Mare becomes unavailable for breeding during the Breeding Season (as defined in Section 6.2) or dies before giving birth to a Live Foal and Stallion Owner does not approve the substitution of another mare, Stallion Owner will promptly refund the Breeding Fee to Mare Owner (but will not refund the Booking Fee or any fees paid by Mare Owner pursuant to Section 6.5).
- 3.9. Embryo Transfers.** Mare Owner understands that transfer of any embryo resulting from semen shipped pursuant to this Agreement will require Stallion Owner's advance written permission. Failure to obtain such permission prior to the transfer will void the limited live foal guarantee set forth in Section 9. If embryo transfers result in more than one pregnancy, Mare Owner must pay the Stallion Owner the Booking Fee and the Breeding Fee for each pregnancy.

4. Booking Fee. For this contract to be valid, Mare Owner must deliver a booking fee of \$ _____ (the "Booking Fee") on or before _____, 20____ (the "Booking Date"). If Mare Owner fails to deliver the Booking Fee on or before the Booking Date, this contract will be null and void. The Booking Fee serves to reserve a breeding for Mare to Stallion and is therefore non-refundable. The Booking Fee (check one):

- Will be credited toward the Breeding Fee
- Is in addition to the Breeding Fee

5. Breeding Fee. Mare Owner agrees to pay Stallion Owner a breeding fee of \$ _____ (the "Breeding Fee"). Mare Owner understands and agrees that the Breeding Fee and Booking Fee must be paid in full before Stallion Owner will ship any semen to Mare Owner.



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6. Semen Collection and Shipping. Upon proper notification from Mare Owner pursuant to Section 6.3, Stallion Owner agrees to use reasonable efforts to collect and ship Stallion's semen to the person specified in Section 12.3.

6.1. Preferred Collection and Shipping Days. Stallion Owner's preferred days for semen collection and shipping are (check all that apply):

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

6.2. Breeding Season. Subject to the other specifications in this Section 6, dates available for semen collection and shipping will begin on _____, 20____ and end on _____, 20____ (the "Breeding Season").

6.3. Notice Required for Semen Shipment. When requesting semen collection and shipment, Mare Owner must notify the following party no less than ____ days prior to the date that Mare Owner would like a shipment sent (Note that the shipment date is likely earlier than the date of receipt). Mare Owner must make all requests for semen collection and shipment no later than _____ a.m. p.m. (check one) in Stallion Owner's local time zone. Requests made after such time will be considered as received on the following day. Mare Owner must specify the preferred delivery method from among those offered in Section 6.4 and must provide a valid address for delivery in Section 12.3. Mare Owner understands that Stallion Owner will not honor service requests not made in accordance with the specifications in this section. Only the following methods of requesting semen shipment pursuant to this section will be honored (check all that apply):

Telephone Fax Other (please specify): _____

Authorized Recipient for Shipment Requests:

Name: _____
Street Address: _____
City, State, Zip: _____
Telephone Number: () _____
Fax Number: () _____

6.4. Delivery Service for Semen Shipments. Stallion Owner offers only the following methods of semen shipment (check all that apply):

Federal Express United Parcel Service (UPS) Airborne Express
Airline shipment ("counter to counter") Other (please specify): _____

When requesting semen shipment, Mare Owner must specify Mare Owner's preferred delivery method from among the choices checked above. If Mare Owner does not specify a delivery method, Stallion Owner will ship via _____.

6.5. Fees for Collection and Semen Shipping Services. Mare Owner agrees to pay the fees for semen collection and shipping as set forth in Exhibit A. All fees must be paid in full before Stallion Owner will collect or ship semen. Stallion Owner will use the following type of container to transport semen to Mare Owner (check one): Disposable, one-time use container Reusable container
If "reusable container" is checked, Mare Owner agrees to pay the advance security deposit set forth in Exhibit A on each container that Stallion Owner pursuant to this Agreement. If the container is not returned to Stallion Owner within _____ days after receipt of the container, late fees will apply as set forth in Exhibit A. If the container is not returned to Stallion Owner within _____ days after receipt of the container, Mare Owner will forfeit the entire deposit amount. If the container is returned in damaged condition or with damaged or missing parts, Mare Owner will forfeit the entire deposit amount. Mare Owner will also forfeit the entire deposit amount if the container is not returned in clean, sanitary condition.

7. Unavailability of Stallion for Breeding. The following sections shall apply only in the event that Mare is not in foal pursuant to this Agreement at the time Stallion becomes unavailable for breeding.

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7.1. Stallion's Death, Injury or Illness; Poor Semen Quality. In the event that Stallion becomes unavailable for semen collection and shipment due to Stallion's death, injury or illness, or Stallion's semen is of poor quality or otherwise not viable for shipment, Stallion Owner will promptly notify Mare Owner and (check all that apply):

At Stallion Owner's option, Stallion Owner may ship frozen semen to Mare Owner pursuant to this Agreement.

At Mare Owner's option, Mare Owner may request semen from the following stallion(s) owned by Stallion Owner, provided that Stallion Owner is still the owner of such stallion(s) at the time of Mare Owner's request: _____

If no frozen semen is available, Stallion is unavailable for semen collection and shipment during the entire Breeding Season and Mare Owner chooses not to breed to another Stallion as indicated above, Stallion Owner will refund the Breeding Fee (but will not refund the Booking Fee or any fees paid by Mare Owner pursuant to Section 6.5).

7.2. Sale of Stallion. In the event that Stallion Owner sells Stallion during the Breeding Season (or any extension thereof pursuant to Section 9), Stallion Owner will promptly notify Mare Owner. Stallion Owner may, at Stallion Owner's option, transfer this Agreement to Stallion's new owner(s) upon notification to Mare Owner. Upon receipt of such notice by Mare Owner, Stallion's new owner(s) shall succeed to the rights and obligations of Stallion Owner under this Agreement. If Stallion Owner does not transfer this Agreement to Stallion's new owner (check all that apply):

At Stallion Owner's option, Stallion Owner may ship frozen semen to Mare Owner pursuant to this Agreement

At Mare Owner's option, Mare Owner may request semen from the following stallion(s) owned by Stallion Owner, provided that Stallion Owner is still the owner of such stallion(s) at the time of Mare Owner's request: _____

If no frozen semen is available and Mare Owner chooses not to breed to another Stallion as indicated above, Stallion Owner will refund the Breeding Fee (but will not refund the Booking Fee or any fees paid by Mare Owner pursuant to Section 6.5).

8. Responsibilities upon Birth of Foal.

8.1. Mare Owner's Responsibilities. Promptly upon Mare giving birth, Mare Owner shall notify Stallion Owner of the birth and provide Stallion Owner with such information and documentation as Stallion Owner may request.

8.2. Stallion Owner's Responsibilities. Upon receiving notice from Mare Owner pursuant to Section 8.1 that Mare has given birth to a Live Foal (as defined in Section 9) as a result of Mare's insemination with Stallion's semen pursuant to this Agreement, Stallion Owner will provide Mare Owner with a breeding certificate or other documentation required to register Mare's offspring in the appropriate breed registry(ies). Until such time as Mare Owner has fulfilled all of Mare Owner's obligations pursuant to this Agreement, including payment in full of all fees and providing documentation pursuant to Section 8.1, Stallion Owner may refuse to provide documentation required to register Mare's offspring and may alert the appropriate breed registries that Mare's offspring should not be registered.

9. Limited Live Foal Guarantee. If Mare does not give birth to a Live Foal as a result of insemination with Stallion's semen during the Breeding Season, Mare Owner will have the right to request semen shipments for Mare pursuant to Section 6 during the range of dates specified by Stallion Owner in the calendar year following the Breeding Season. A "Live Foal" is a newborn foal that stands and nurses without assistance and lives for a period of 24 hours or more after its birth. Mare Owner agrees to pay such rebreeding fee as may be specified in Exhibit A.

9.1. Mare Owner's Notification Obligations. If Mare aborts during her pregnancy or gives birth to a foal other than a Live Foal, Mare Owner must so notify Stallion Owner within ____ days of such abortion or birth and promptly provide Stallion Owner with such documentation as Stallion Owner may request.

9.2. Conditions that Will Void the Live Foal Guarantee. The following conditions will void the limited live foal guarantee set forth in Section 9: (i) Stallion becomes unavailable for breeding as described in Section 7, in which case the terms of Section 7 will apply (ii) Mare Owner's obligations pursuant to Section 9.1 are not fulfilled, (iii) Mare Owner sells Mare to another party or parties, (iv) Mare Owner breaches any representations and warranties or fails to fulfill any obligations pursuant to Section 3, or (v) Mare's failure to give birth to a Live Foal is due to the actions or inactions of Mare Owner, or that of Mare Owner's agents, employees, contractors or family members, including the failure to vaccinate Mare.



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10. Payment Terms.

10.1. Acceptable Forms of Payment. All payments due to Stallion Owner must be made pursuant to one of the following methods:

Cash	Visa	MasterCard	American Express
Personal Check	Discover	Paypal	Money Order
Cashiers' Check	Bank account wire transfer	Other (specify): _____	

10.2. Changes in Fees. From time to time, Stallion Owner may change the fees set forth in Exhibit A upon written notice to Mare Owner. Mare Owner agrees to pay such revised fees.

10.3. Payment Due Dates. Mare Owner must pay the Booking Fee, the Breeding Fee and all fees due pursuant to Section 6.5 in full before Stallion Owner will collect or ship semen to Mare Owner.

10.4. Penalty for Returned Checks. If any check issued by Mare Owner to Stallion Owner is returned for insufficient funds, Mare Owner must immediately pay Stallion Owner cash in the amount of the check, plus any bank charges that Stallion Owner may incur as a result of the returned check.

11. Mare Owner's Assumption of Risks.

11.1. Stallion Owner Not Responsible for Shipment or Collection Failures. Mare Owner understands that if Mare Owner does not request semen pursuant to the specifications of Section 6 and/or Mare Owner is in breach of, or has failed to fulfill obligations pursuant to, any portion of Section 3, Stallion Owner will not ship semen to Mare Owner. Mare Owner also understands that Stallion Owner may be unable to collect viable semen from Stallion from time to time because of illness or other reasons, and therefore Stallion Owner may be unable to honor one or more particular shipment requests from Mare Owner. When demand for semen shipment exceeds available supply, as may occur from time to time during the busiest times of the Breeding Season, Stallion Owner will honor requests for shipment in the order in which they are received and as a result, Stallion Owner may be unable to honor one or more particular shipment requests from Mare Owner. Stallion Owner will use reasonable efforts to deliver semen shipments in accordance with Mare Owner's requests that comply with the terms of Section 6; however, Stallion Owner cannot be responsible for delivery failures due to delivery service error, weather, war, acts of God or other circumstances beyond Stallion Owner's control. Mare Owner agrees to hold Stallion Owner, Stallion Owner's agents, employees, shareholders, directors, family members and contractors (collectively, the "Stallion Owner Parties") harmless for any damages, including special and consequential damages, occurring in connection with failure of collection or shipment of semen.

11.2. Stallion Owner Not Responsible for Risks of Breeding Mare. Mare Owner understands that horse breeding is an inherently unpredictable activity, and that despite Stallion Owner's efforts, Mare may not be inseminated or become pregnant. Mare may become pregnant but not give birth, or Mare's foal may be stillborn, have defects or become ill, injured or die. Mare may also suffer injuries, illness or death in connection with insemination, pregnancy or foaling. Stallion's semen may not be of sufficient potency, quality, motility or viability to cause Mare to become pregnant. Mare Owner assumes all such risks and agrees to hold the Stallion Owner Parties harmless for any damages, including special and consequential damages, arising in connection with this Agreement.

11.3. Stallion Owner Not Responsible for Genetic Traits or Conditions. Mare Owner also understands that Mare's offspring may inherit one or more undesirable genetic traits or conditions from Stallion. Mare Owner assumes all such risks and agrees to hold the Stallion Owner Parties harmless for any damages, including special and consequential damages, arising in connection with this Agreement.



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12. Contact Information and Notices. Notices given pursuant to this agreement must be in writing to the addresses below and delivered via a method that provides evidence of receipt, such as Federal Express.

12.1. Notice to Stallion Owner. Notice to Stallion Owner must be sent to:

Name: _____
Street Address: _____
City, State, Zip: _____
Telephone Number: () _____
Fax Number: () _____

12.2. Notice to Mare Owner. Notice to Mare Owner must be sent to:

Name: _____
Street Address: _____
City, State, Zip: _____
Telephone Number: () _____
Fax Number: () _____

12.3. Shipping Information for Semen. Semen must be shipped to:

Name: _____
Name of Veterinary Practice: _____
Street Address: _____
City, State, Zip: _____
Telephone Number: () _____
Fax Number: () _____

12.4. Changes of Address and/or Phone Numbers. Until all obligations under this Agreement are completed, each party shall have the duty to notify the other parties immediately upon a change in address and/or phone numbers. If a party does not provide the other parties with notice of such changes, a notice delivered to the last address given under this Agreement shall be considered proper notice provided that the other conditions of this section have been met.

13. Assignment or Transfer. Except as specified in Section 7.2, no party may assign or transfer this Agreement without the prior written consent of the other parties.

14. Entire Agreement. This Agreement contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties to the Agreement. No oral modifications will be considered part of the Agreement unless reduced to writing and signed by all parties.

15. Governing Law and Venue. This agreement shall be governed by the laws of _____ (state). The parties hereby agree that any legal action under the Agreement must be brought in _____ County, _____ (state).

16. Attorneys' Fees and Other Expenses. In any legal actions brought in connection with this Agreement, the prevailing party(ies) will be entitled to prompt payment of expenses from the other party(ies) following final adjudication in favor of the prevailing party(ies). For the purpose of this Section 16, "expenses" will include the following costs actually incurred by the prevailing party(ies): attorneys' fees, retainers, court costs, transcript costs, fees of experts, witness fees, travel expenses, duplicating costs, printing and binding costs, telephone charges, postage, delivery service fees, and all other disbursements.

Stallion Owner: **Mare Owner:**
 Signed: _____ **Signed:** _____
 Name (printed): _____ **Name (printed):** _____
Date: _____ **Date:** _____

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Equine Legal Solutions, Inc. Legal Counsel with Horse Sense™

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Exhibit A - Fees

Services <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Fees
Collection and packaging, per shipment	\$ _____
Shipping and insurance fee, per Federal Express shipment	\$ _____
Shipping and insurance fee, per UPS shipment	\$ _____
Shipping and insurance fee, per Airborne Express shipment	\$ _____
Shipping and insurance fee, per airline shipment	\$ _____
Shipping and insurance fee, per other shipment	\$ _____
Charge for one-time use semen container	\$ _____
Deposit on reusable semen container	\$ _____
Semen container late return fee, per day	\$ _____
Rebreeding Fee	\$ _____



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