



# Brazos Valley Equine Hospitals

20069 N Us Hwy 281  
Stephenville, Texas 76401  
Office 254.968.7898  
Fax 254.968.5978

## Thomas E Hughes Shipped Semen Contract

This Cooled Transported Semen Stallion Breeding Contract ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between Don and Kathy Boone ("Stallion Owner") and \_\_\_\_\_ ("Mare Owner").

1. **Breeding Privilege.** Mare Owner agrees to breed its "Mare" \_\_\_\_\_ Registration No. \_\_\_\_\_ by Cooled Transported Semen to Thomas E Hughes (hereinafter "Stallion") for the 2018 Breeding Season. The Stallion Service Fee is \$2,500.00, which includes a non-refundable booking fee of \$500.00, payable upon execution of this Agreement.

**Charges.** Mare owner agrees to pay the Stallion Service Fee, booking fee and chute fee prior to the shipment of Cooled Semen to its insemination point. The Mare Owner acknowledges that any and all collection fees, chute fees, insemination fees, mare management fees and transportation fees will be billed and directly paid to Brazos Valley Equine Hospital. **This contract covers the stallion service fee only, payable to Stallion Owner "Don and Kathy Boone."**

1.1 Mare owner acknowledges and agrees to pay for all courier, shipping, veterinary costs, mare care, breeding expenses and handling charges which may be incurred and owed to Brazos Valley Equine Hospital, in an effort to breed Mare to Stallion. Mare Owner understands that the shipping container is the sole property of breeding veterinarian and will be responsible for its cost if the container is not timely returned. The cost of each unreturned shipping container is \$30.00 and will be paid to Brazos Valley Equine Hospital.

1.2 The 2018 breeding season will run from February 15 to July 15. The Stallion will be collected on **Monday, Wednesday and Friday** of the breeding season. In no event will the shipment be prepared for transport unless the Mare Owner has provided Brazos Valley Equine Hospital **twenty-four (24) hour notice** prior to collection date and all charges due and payable have been paid in full. **All semen orders must be placed by 5 PM CST the day prior to collection.** Mare owner or veterinarian must call to confirm or cancel shipment by 9 AM CST the day of collection. Do not order semen via e-mail, texting, or answering machine. You must talk to BVEH personally to order semen.

2. **Mare Owner.** The Mare Owner represents that the Mare is healthy and in sound breeding condition. A copy of the registration certificate for said mare shall be attached to the Agreement. The Mare Owner whose signature appears below warrants that it is the owner of the said Mare. There will be a limit of three (3) collections and/or shipments per mare for the 2018 breeding season, unless otherwise approved by Stallion Manager.

3. **Waiver of Liability.** Stallion Manager agrees to use his or her reasonable best efforts to settle the Mare. If, however, the Mare does not settle, Mare Owner will hold Stallion Manager harmless from any loss or damage. The Stallion Manager is not liable for any sickness, injury, or death of the Mare and/or her offspring. The Mare owner will have no liability to the Stallion Manager for any injury, sickness or death of the Stallion arising from the exercise of the breeding privilege granted herein. Insurance for the Mare and her offspring is the sole responsibility of the Mare Owner.

4. **Return Breeding Right.** If the Mare fails to produce a live foal from the breeding granted in this Agreement, Mare Owner may rebreed the Mare to the Stallion in the subsequent year, subject to the terms and conditions of this paragraph and upon payment of a \$500.00 rebreed fee as well as \$650 chute fee. "Live foal" means that the foal resulting from the breeding stands alone, nurses, and lives for 24 hours. Mare Owner must notify Stallion Manager within 48 hours after the time of foaling that the Mare did not produce a live foal. In lieu of this rebreeding privilege, Stallion Owner may, in Stallion Owner's sole discretion, elect to refund the Stallion Service fee, less any Booking Fee.

5. **Certificate and Substitution.** The Stallion Owner will issue a Breeder's Certificate at the beginning of the following breeding season and after all charges are paid in full. The Breeder's Certificate shall be issued only for the Mare named in this Agreement. Assignments and substitutions will be made only at the discretion of the Stallion Owners. This contract is for one (1) breeder's certificate. If two (2) embryos are obtained from a single flush, another breeding fee must be paid in order to receive another breeder's certificate.

6. **Miscellaneous.** If the Stallion dies, is sold, transferred or becomes unfit for breeding in the opinion of Stallion Manager, the Stallion Service Fee (less the Booking Fee) will be refunded and the parties to the Agreement will be released from further liability. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter of this Agreement can only be brought in Erath County, Texas and is governed by the laws of the State of Texas.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

Mare Owner: \_\_\_\_\_

BVEH/ Agent: \_\_\_\_\_

Address: \_\_\_\_\_

BVEH Signature: \_\_\_\_\_

Email: \_\_\_\_\_

Acceptance Date: \_\_\_\_\_



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Telephone: \_\_\_\_\_

Owner/Agent signature: \_\_\_\_\_

## *Thomas E Hughes*

2018 Chute Fee Contract

**PLEASE RETURN THIS FORM WITH EACH BREEDING CONTRACT TO BRAZOS VALLEY EQUINE HOSPITAL**

I, \_\_\_\_\_, hereby confirm my reservation for one service via shipped semen or via artificial insemination, to the stallion, Thomas E Hughes, AQHA Registration Number 4342973, for the mare, \_\_\_\_\_ AQHA registration number \_\_\_\_\_.

All shipments (via ground or air), veterinary breeding charges or service fees incurred with collection and insemination will be managed and billed by Brazos Valley Equine Hospital, 20069 North US Highway 281, Stephenville, Texas, 76401 (254) 968.7898. You must execute a "Breeding Contract", pay your stallion service fee and booking fee and contact Brazos Valley Equine Hospital for any collection, insemination, shipping, pick-up or boarding fees. **All mares will be billed a one-time \$650.00 Chute Fee.** The Chute Fee includes the 1<sup>st</sup> Shipment as well as the 2<sup>nd</sup> shipment if needed. The shipments included are via Fed-Ex overnight delivery. **If Mare Owner requests a 3<sup>rd</sup> shipment, an additional \$300 will be charged prior to shipment. If you request a same day air shipment you will be charged an additional \$400.00 (as well as the \$650 chute fee).** All fees must be paid for before semen is shipped.

Mare owner must contact Brazos Valley Equine Hospital for any and all inquiries regarding collection, on-site insemination, mare management and/or transportation fees and shipments. Such fees must be paid in full prior to collection, on-site breeding or shipments.

**MARE'S CURRENT PREGNANCY STATUS (select one as of contract date)**

Maiden \_\_\_\_\_ Open \_\_\_\_\_ Year of last foal \_\_\_\_\_ In Foal \_\_\_\_\_  
Last Breeding date \_\_\_\_\_  
Foaling Date \_\_\_\_\_  
Sire of Foal \_\_\_\_\_

**PLEASE LIST BREEDING VETERIANIAN AND INDICATE IF THIS IS AN EMBRYO TRANSFER BREEDING YES / NO**

VETERIANIAN: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

NEAREST MAJOR AIRPORT: \_\_\_\_\_

1. \_\_\_\_\_ Mare Owner/Lessee Name:

Address: \_\_\_\_\_

City/State: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

2. \_\_\_\_\_ Mare Owner's / Agent's Signature

\_\_\_\_\_ Date: \_\_\_\_\_