

2017 Breeding Contract for

H.M.H. Rockin Bentley

Mare's name & registration # _____

Date of birth _____ number of previous breedings _____ live foals _____

Sire: _____ Dam: _____

Your Veterinarians name _____

Phone number _____

This certifies _____ has contracted to serve the mare stated above with semen from *H.M.H. Rockin Bentley* for the 2017 breeding season.

This agreement is subject to the following terms and conditions:

1. The breeding fee will be \$1200 per mare this includes \$150 non-refundable booking fee. The breeding fee must be paid and this contract signed and returned, along with a copy of the mare's registration papers prior to the shipping of semen. Dose fees, shipping fees, Vet fees and boarding are not included in the breeding.
2. The contract service fee includes breeding privileges for 2017 and for return privilege for the above mentioned mare in 2018 if a licensed veterinarian notifies Performance Unlimited Clydesdales in writing by September 15, 2017 of the above mare being open.
3. Live foal Guarantee: Live foal means the foal shall stand and nurse within 24 hours of birth. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return season will be guaranteed for the following year only, providing proper notification is given. Proper notification shall be defined as follows: Written certification by a licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner certifies that such abortion or death did not result from any act or omission of the Owner subsequent to the mare's departure from Breeder. Booster rhinopneumonitis vaccinations must be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. Failure to do this will void the Live Foal Guarantee. If the mare dies during pregnancy the Mare Owner will be entitled to return privileges for another mare approved by Breeder that season only. If Mare is to be re-bred and Mare Owner fails to deliver her for

re-breeding, then any and all fees paid shall be non-refundable and the contract terminated

4. Third year rebreeds are subject to an additional booking fee plus any increases in the breeding fee. No live foal guarantee on third year rebreeds.
5. We offer Frozen semen.
6. Frozen Semen must be administered by a licensed veterinarian.
7. Breeding season runs from February 1st thru August 31st. Saturday and Sunday shipments are not available.
8. Contact us on or before the first day of heat for your mare to allow adequate time for semen shipment. If you or your vet have access to a nitrogen storage tank, frozen semen can be sent in advance to ensure you have it on the day you need it. Multiple semen doses can be sent at once to reduce shipping costs.
9. The mare owner will pay all shipping charges plus \$100.00 per dose of semen. A dose is 8 straws of semen, enough for two, 4 straw inseminations (1 insemination right before ovulation and 1 insemination within 6 hours of ovulation). All shipping and dose fees will be billed to the mare owner and payment is due upon receipt.
10. All shipping, shipping fees and shipping terms will be paid to and determined by Vogler Semen Center

Mailing and Physical Address:

Vogler Semen Centre, Inc.
27104 Church Road
Ashland, Nebraska 68003-4212
(402)944-2584

11. All dose fees will be paid to Performance Unlimited Clydesdales.
12. We are not responsible for lost, delayed, or damaged semen during shipping.
13. If *H.M.H. Rockin Bentley* dies or is no longer in the possession of Performance Unlimited Clydesdales or otherwise becomes unfit for service before the first delivery of semen then this contract terminates automatically upon notice received by the other party without liability and all prepaid fees shall be refunded to the mare owner in full. If any of these events occur to *H.M.H. Rockin Bentley* after the first delivery of semen and the mare is not impregnated as a result, then the mare owner will be refunded half the breeding fee.
14. If the mare contracted above dies, becomes unfit for breeding, or is sold prior to first shipment of semen then the owner stated above can substitute another mare to fulfill the contract. If no substitute is made all moneys paid are forfeited.
15. Registration of the foal resulting from this contract is the responsibility of the mare owner. A signed breeder's certificate will be furnished when the mare is confirmed pregnant by a veterinarian and all applicable expenses and fees have been paid in full.
16. This contract shall not be assigned or transferred and in the event said mare is sold, the fee, if unpaid shall immediately become due and payable and no refund shall be due under these circumstances.
17. This contract will be interpreted and enforced under the laws of the State of Nebraska in Lancaster County, which will be venue for any legal action taken with regard to this contract. The invalidity or unenforceability of any term or provision of this contract shall not affect the validity or enforceability of any

remaining provisions hereunder. In the event that Stallion Breeder incurs attorney's fees and/or legal costs in securing or protecting any right available to Stallion Breeder under this contract, or under the laws of the State of Nebraska, Mare Owner hereby agrees to pay said attorney's fees and legal costs.

18. When Breeder or Breeder's agent signs and returns one copy of this contract it will be a binding contract on both parties, subject to the above terms and conditions.

19. Performance Unlimited Clydesdales, its agents, partners, and its employees shall not be liable for injury, death, infection or other disability suffered by the mare from any cause whatsoever, and the owner assents to such conditions and waives each and every claim for damages resulting from any such injury, death, infection, or disability. Neither party is responsible for any liabilities arising from inability to perform this contract as a result of acts of God or other acts beyond either party's control.

20. The mare owner understands and agrees to comply with all the requirements of the Clydesdale Breeders of the USA in regards to receiving and using transported semen and AI.

21. This contract represents the entire agreement between the parties. No other agreements or promises, verbal or implied, are included unless specifically stated in this written contract or in another written agreement between the parties

I have read and understand the breeding contract for H.M.H. Rockin Bentley as indicated above.

Signature of mare owner Date

Address

Phone email

Performance Unlimited Clydesdales

Signature of stallion owner or agent

Sierra Covell – Performance Unlimited Clydesdales

12340 W Van Dorn St

Denton Ne, 68339

(402) 419-3443

PerformanceUnlimitedClydesdale@yahoo.com