

# THERES NO TELLING

## BREEDING CONTRACT

### IMPORTANT INFORMATION

The stud fee and shipped semen fees are due prior to the first shipment of semen.

If paying by check please make out to: **Stephanie Moore**

Rebreeds will be charged a \$250 rebreed fee.

Stallion Service Auction breedings will be charged a \$250 chute fee.

**Collections are Monday, Wednesday, and Friday.** (other days may be available with prior arrangement).

**To order semen please contact us by 7:00pm (CST) the day before you need semen shipped.** Semen orders may be cancelled by 9:00am (CST) on the day of shipment. All shipments are shipped overnight via FedEx (airline not available). Saturday deliveries that need held at the FedEx facility should be noted. Shipments to Canada will require at least 48 hours notice prior to the day it needs collected to give us time to fill out the paperwork.

**Breeding Season** begins February 1st and ends June 20.

Mare Owner hereby agrees to purchase one service to the stallion **THERES NO TELLING** for the 2019 breeding season:

**Mare:** \_\_\_\_\_ **Reg#** \_\_\_\_\_ **Breed** \_\_\_\_\_

### TERMS AND CONDITIONS

1. The mare owner shall pay a stud fee of \$\_\_\_\_\_ payable to the Stallion Owner which includes a non refundable booking fee of \$350 which is payable with this agreement. By paying this booking fee it reserves the mare a place in the stallion's 2019 book. The remainder of the stud fee and any other fees are due before the first shipment of semen.
2. The mare owner shall pay a shipped semen fee of **\$250** for each overnight FedEx shipment of semen within the USA. Shipped semen fees are non-refundable and due before the semen is shipped. Shipment to Canada will have additional fees added to it to cover the cost of paperwork. Same day shipments via airline are not available.
3. The mare owner shall be entitled to re-breed the mare the following year if she does not deliver a live foal. A live foal is defined as a foal that stands and nurses for at least 24 hours. This guarantee shall apply only if the stallion owner has received proper notification that the mare proves barren, aborts or produces a still born foal. The Mare owner certifies that such abortion or death did not result from any act or omission of the Mare Owner. If in the following year the mare is not covered, bred or does not deliver a live foal then this contract will be null and void and no refunds, rebreeds, or fees will be returned/given to Mare Owner. A rebreed fee of **\$250** shall be charged should the mare not deliver a live foal.
4. Mare Owner warrants that mare is in sound breeding condition and free from disease and/or infection. Stallion Owner reserves the right to request negative uterine culture, biopsy, or cytology prior to shipping semen should the Mare Owner request multiple shipments.
5. If the original mare on this contract should become unsuitable for breeding, the mare owner may substitute a new mare, subject to acceptance of a new breeding mare by Stallion Owner. This substitute mare shall be bred under the same terms and conditions as the original mare.
6. Stallion Owner assumes responsibility only to package semen in viable condition based upon industry standard breeding practices for cooled shipped semen. Stallion Owner will not be responsible for untimely delivery and/or condition of the semen once it has left our custody. The mare owner shall assume all responsibility for the condition of the mare and shall bear all risk of loss or damage to the mare whatsoever by death, disease, injury, infection or otherwise, and by any cause whatsoever, including inappropriate, untimely, or negligent insemination or failure of insemination, and therefore releases discharges, indemnifies and holds harmless Stallion Owner from any liability for any and all damages associated therewith. The mare owner hereby agrees to pay all expenses and attorney's fees incurred by the Stallion Owner in defending any claims for which the mare owner has agreed to release, discharge, indemnify and hold harmless Stallion Owner.

7. This contract is good for one foal. Should multiple foals from the same mare in the same breeding season occur a separate contract and breeding fee for each resulting foal will be necessary. The only exception would be twins that are carried throughout term and foaled by one mare.

8. If the above described stallion dies or becomes unfit for service then the breeding fee (not including the booking fee) shall be refunded to the Mare Owner.

9. A Breeder's Certificate will be issued to the Mare Owner once the Stallion Owner has received notification that a live foal has been produced. The Stallion Owner reserves the right to hold the Breeder's Certificate should the Mare Owner fail to pay all stallion fees and other expenses in their entirety.

10. All billing statements shall be paid to the Stallion Owner within ten days of the billing date. Interest at the rate of one percent (1%) per month shall be charged on all balances unpaid and overdue for 30 days, and the customer hereby agrees to pay such interest and concurs that said interest is a reasonable charge on overdue accounts. If the customer fails to pay any amount due hereunder for more than 30 days after the billing date, The Stallion Owner may immediately accelerate all other amounts due under this contract upon written notice to the mare owner, and all amounts so accelerated shall be immediately due and payable. In addition, if the mare owner fails to pay any amount due hereunder for more than 30 days after the billing date, the Stallion Owner is not obliged to perform further under the contract until all past-due amounts have been paid current.

11. The mare owner may not assign any rights or delegate any duties under this contract without the prior written consent of the Stallion Owner.

12. No delay or failure by the Stallion Owner to exercise any right under this contract shall be deemed a waiver of any right or remedy otherwise available to Stallion Owner.

13. This contract contains the entire understanding of the parties and may be modified only by a writing signed by all parties. The invalidity or unenforceability of any term or provision of this contract shall not affect the validity or enforceability of any remaining provisions hereunder. This contract shall be construed and governed by the laws of the state of Texas, and the parties expressly agree the jurisdiction and venue for any and all disputes arising under this contract shall be proper only in Grayson County, Texas. In the event that the Stallion Owner incurs attorney's fees and/or legal costs in securing or protecting any right available to it under this contract or under the laws of the state of Texas, the customer agrees to pay said attorney's fees and costs.

\_\_\_\_\_  
**Signature of Mare Owner**

\_\_\_\_\_  
**Printed Name of Mare Owner**

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

\_\_\_\_\_  
**Signature of Stallion Owner**

**(Please Return to)**

**Stephanie Moore | 817 West Line Rd | Whitesboro, TX 76273**

**903.336.0985 | swf\_aqha@yahoo.com**

**WWW.THERESNOTELLING.COM**

# THERES NO TELLING

## CREDIT CARD PAYMENT AUTHORIZATION

### CREDIT CARD INFORMATION:

Name as it appears on card: \_\_\_\_\_

Card Number: \_\_\_\_\_ (MasterCard, Visa, Discover & American Express)

Expiration: \_\_\_\_\_ Security Code (3 or 4 digit code on back/front): \_\_\_\_\_

### CREDIT CARD BILLING ADDRESS:

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

**I authorize the following fees to be charged to my credit card account.**

- Booking Fee
- Balance of Breeding Fee
- Shipped Semen Fee
- Other

**All credit cards are subject to a 3.5% office fee.**

**Name (Printed):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

**Please return via email or mail to:**

**Stephanie Moore | 817 West Line Rd | Whitesboro, TX 76273 | 903.336.0985 | swf\_aqha@yahoo.com**

# THERES NO TELLING

## SHIPPED SEMEN & MARE OWNER INFORMATION

Mare's Name: \_\_\_\_\_ Registration Number: \_\_\_\_\_

### MARE OWNER ADDRESS:

Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

### ADDRESS TO BE SHIPPED TO

Name: \_\_\_\_\_

Address (no PO box) : \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Is Saturday delivery available at the above address: \_\_\_\_\_ Yes \_\_\_\_\_ No  
(if No is checked please provide a Saturday delivery address below)

Please text message or phone in your request at 903.336.0985

Collections are Monday, Wednesday, and Friday. (other days may be available with prior arrangement).

To order semen please contact us by 7:00pm (CST) the day before you need semen shipped. Semen orders may be cancelled by 9:00am (CST) on the day of shipment. All shipments are shipped overnight via FedEx (same day delivery not available). Shipments to Canada will require at least 48 hours notice prior to the day it needs collected to give us time to fill out the paperwork. Saturday deliveries that need held at the FedEx facility should be noted.

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