

TRANSPORTED COOLED SEMEN STALLION CONTRACT



7707 Camp Warren Road • Decatur, Illinois 62521 • (217) 864-6700
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This agreement is made and entered into this _____ day of _____, 20____ by and between _____ herein referred to as Mare Owner and **Double L Acres**.

1. The mare owner has agreed to breed the mare (**Registered Name**) _____ and (**Registration Number**) _____ to the Stallion **JAMAICAN HOTTIE, AQHA #4463282**, standing at **Double L Acres** during the 20____ breeding season. The breeding season shall be between February 1st to June 15th of 20____.
2. The Mare Owner agrees to pay a stallion service fee of \$_____ of which \$250.00 deemed as the booking fee is payable with this contract and is non-refundable. The balance being due prior to the first shipment of semen, unless otherwise agreed on between **Double L Acres** and mare owner (see #17).
3. The Mare Owner will send a complete current copy of the mare's registration papers with this contract as well as any necessary lease information or documentation needed.
4. The mare must be in healthy and sound breeding condition. **Double L Acres** recommends the Mare Owner use a vet that is experienced with transported cooled semen.
5. All shipments of semen will be subject to a collection and shipping fee of \$250.00. All payments must be made prior to shipping. TCS charges are as follows: \$250.00 for Fed Ex. Fed Ex only delivers Monday through Saturday--No Sunday deliveries.
6. If an Equitainer is used, the Mare owner is responsible for the return of the Equitainer to **Double L Acres**. If the container is not returned within three business days of receipt of the semen, a charge of \$50.00 will be issued. If any or all parts of Equitainer are not returned to Double L Acres, Mare Owner will be charged for replacement parts.
7. Semen is collected and shipped Monday, Wednesday and Friday. (Saturday for pick up only.)
8. **Double L Acres** requires that the Mare Owner notify us no later than 9 a.m. (central time) the morning of the day the shipment of semen is to be shipped.
9. **SEMEN IS SUBJECT TO AVAILABILITY.** Orders will be filled in the order in which they come in for that collection. If we are unable to send semen to your mare on a particular day, you will be at the top of the list for the next collection day. Every effort will be made to fill all orders, but we ask for your understanding when demand exceeds the supply. **Double L Acres** will not be held liable if the mare is missed due to the shortage of semen.
10. **Double L Acres** guarantees a (LFG) Live foal guarantee. A live foal is defined as a foal that stands and nurses without assistance. If the mare does not produce a live foal or if the mare does not settle, produces a foal that is still born or unable to stand and nurse, the mare is allowed a rebreed the following year. (This guarantee is for the mare originally booked unless a substitute mare is mutually agreed upon between **Double L Acres** and the Mare Owner-- along with a fee of \$300.00 for collection and shipping.) This guarantee is null and void if **Double L Acres** is not notified within one week of the foal's demise or when the mare is found to have aborted. This notice must be accompanied by a statement from a licensed veterinarian.

11. The Mare Owner must administer the necessary Rhino Pneumonitis vaccines at the fifth, seventh and ninth months of pregnancy. Failure to do so results in the nullification of the live foal guarantee.
12. Should the stallion die or otherwise become unfit for breeding, this contract shall be null and void. If the mare should die or become unfit for breeding, this contract shall be null and void unless written approval from **Double L Acres** grants the use of a substitute mare. This privilege can only be extended by **Double L Acres**. Attempts to assign or substitute another mare without prior written consent of **Double L Acres** shall terminate this Agreement and release **Double L Acres** from its obligations.
13. **Double L Acres** will issue a breeder's certificate when notified of the birth of the foal resulting from this breeding, providing that the mare owner has no outstanding debt to **Double L Acres**. In the even of a debt, the breeder's certificate will only be issued once the debt has been paid in full.
14. **Double L Acres** is not responsible for lost, delayed or damaged semen caused by the shipping company, and makes no representation or warranties of any kind with respect to semen, except that it is the above stallion's semen and was viable at the time of shipment. In the event that the shipment does not reach the delivery address by the designated date and time, **Double L Acres** will assist mare Owner in requesting refunds from the transport company, but will not be liable for any fees or charges requested to be refunded. The parties agree that the risk of loss transfers to the Mare Owner upon transfer to the transport company. Each shipment will be insured for the cost of the container only. If Mare Owner wishes to purchase additional insurance, they may do so at their own expense in advance of shipping.
15. This Agreement shall be construed in accordance with the laws of the State of Illinois and will inure to the benefit of the heirs, personal representatives, successors and permitted assigns of the parties. Mare Owner irrevocably and unconditionally submits to the personal and subject matter jurisdiction of Illinois and to Macon County in particular. All venue objections are waived. Should **Double L Acres** resort to legal action to enforce the terms of this agreement, **Double L Acres** shall be entitled to recover all legal fees, costs and expenses should a dispute arise between the Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach.
16. This contract represents the entire agreement between the parties. No other agreement or promises, verbal or implied are included unless specifically stated in this written contract. When mare owner or agent and **Double L Acres** sign this contract, it then be binding on both parties, subject to the above terms and conditions.
17. Written conditions different from above stated contract: _____

APPROVED AND AGREED UPON BY:

Double L Acres

and

Mare Owner and/or Agent

By: _____

(Double L Acres Representative)

By: _____

(Signature of Mare Owner and/or Agent)

Date: _____

Date: _____

(PLEASE PRINT ALL INFORMATION BELOW)

Name of Mare Owner (as it appears on Registration Papers) _____

Mare's Name and Registration Number _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____ Cell/Mobile _____ Email _____

SHIP SEMEN TO: (If different than above address – PLEASE PRINT)

SHIP SEMEN TO: (Name of Facility) _____

Contact Person _____

Semen Shipping Address - (No P.O Box) _____

City _____ State _____ Zip _____

Phone _____ Cell/Mobile _____ Email _____

Please sign and return all pages of this contract and

\$250.00 booking fee to:

Double L Acres • 7707 Camp Warren Road • Decatur, IL 62521

Double L Acres will sign the contract and send a copy back to you for your file.