

FUTURITY COOLED SEMEN CONTRACT



7707 Camp Warren Road • Decatur, Illinois 62521 • (217) 864-6700
Email: VBL420@aol.com • website: www.doublelacs.com

This agreement is made and entered into this _____ day of _____, 20____ by and between _____ herein referred to as Mare Owner and **Double L Acres** for the futurity/donation: _____.

1. The mare owner has agreed to breed the mare (**Registered Name**) _____ and (**Registration Number**) _____ to the Stallion _____, standing at **Double L Acres** during the 20____ breeding season. Breeding season shall be between February 1st to June 1st. The Mare Owner shall pay the Futurity or Donation entity before any semen can be shipped out. This contract cannot be transferred or sold to another Mare Owner.
2. 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.
3. All shipments of semen will be subject to a collection and shipping fee of \$350.00 for overnight UPS. **All monies must be paid prior to shipping.** UPS only delivers Monday through Saturday—No Sunday deliveries. Semen is collected and shipped Monday, Wednesday and Friday. (Saturday for farm pick up only.) All semen shipping containers must be returned to us by mare owner at mare owner's expense.
4. **Double L Acres** requires that the Mare Owner, veterinarian/mare manager must call (217-620-7646) or email (vbl420@aol.com) the day prior to the collection day by 5 pm (CST) to place the mare on the shipment request list. Orders must be confirmed or canceled by 9 am (CST) on the collection day.
5. **SEMEN IS SUBJECT TO AVAILABILITY.** Orders will be filled in the order in which they come in for that collection. 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.
6. **Double L Acres** will only send semen to a customer's mare no more than three (3) times per breeding season.
7. **Double L Acres** offers a Live Foal Guarantee. A live foal is defined as a foal that stands and nurses without assistance. Lives for twenty-four (24) hours. 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 returned breeding 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.) 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. The return service in the next breeding season is not transferable to another party.

8. Multiple Foals: It is agreed by the Stallion Owner and Mare Owner that only one foal will be registered for each breeding that is secured with this contract and that semen received will only be utilized on the mare named above. It is the intent of the Stallion Owner that only one mare per contract be inseminated with transported semen. When utilizing Embryo Recovery and Transfer. Should more than one embryo result from a breeding, Mare Owner agrees to pay an additional Stallion Service Fee within 30 days of insemination in order to receive a breeding certificate for additional foals.
10. In the event the mare does not conceive during the first breeding season or for any other reason, if the Breeder exercises the right to a return breeding, the Breeder shall pay **Double L Acres** a re-breed fee of \$350.00 and the transported cooled semen fee prior to the first shipment of the following year. This contract is good for two (2) consecutive years unless mare owner and **Double L Acres** have mutually agreed upon a longer time frame. If the mare owner fails to return the mare for breeding season following the initial contract, then the right to rebreed is cancelled and the stallion owner is released from further obligation.
12. **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 event of a debt, the breeder's certificate will only be issued once the debt has been paid in full. **Double L Acres must be notified by July 3 of the said breeding year if your mare is NOT in foal. If not, this contract is null and void.**
13. **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 transported cooled shipping fee only. If Mare Owner wishes to purchase additional insurance, they may do so at their own expense in advance of shipping.
14. 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 **Double L Acres** and the Mare Owner. Should either party breach this contract, the breaching party shall pay for the others court costs and attorney's fees related to such breach. Should any dispute arise that is not otherwise governed or covered by a provision in this Breeding Contract, including but no limited to, a dispute alleging that **Double L Acres** has breached this Breeding Contract, the parties hereby specifically agree that damages, expenses, cost and fees, including attorney's fees for such dispute, whatever the nature of the dispute, shall be limited to the sum of \$2,500.00.
15. 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.
16. Written conditions different from above stated contract: _____
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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: _____

UPS IS OUR DELIVERY SERVICE FOR OVERNIGHT SHIPMENTS.

(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 _____

SATURDAY DELIVERY ADDRESS IF DIFFERENT FROM WEEKDAY DELIVERY ADDRESS

Please make sure UPS delivers to your address on Saturdays!

SHIP SEMEN TO: (Name of Facility) _____

Contact Person _____

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

City _____ State _____ Zip _____

**We apologize, but we do not do counter to counter because of the distance to the closest airport.*

Please sign and return all pages of this contract, a copy of your mare's papers and a check for 350.00 for Transported Cooled Semen:
Double L Acres • 7707 Camp Warren Road • Decatur, IL 62521