



RON AND DORY YELICK

Stallion Service Shipped Agreement and Liability Release

This shipped semen contract is for the breeding season of **Feb. 1** through **Aug. 31**, **2010** is made and entered into on this day _____ of _____ **20**____, by and between **Ron and Dory Yelick** hereinafter designated Breeder, and **Key Stallion Station, LLC**, hereinafter designated as Breeding Facility, and

_____ hereinafter designated, Mare Owner.

Mare owner agrees to artificially inseminate the mare _____, breed _____ Registration number _____

Breeder agrees to ship cooled/frozen semen collected from the stallion **JAZ POCO GOLDUN BLUE, AQHA # 3275428** for the fee of **\$975.00** dollars in U.S. Funds, for a live foal subject to the following conditions:

1. The stallion fee includes a non-refundable booking fee of \$250.00 in U.S. funds, payable upon execution of this contract. Upon payment of booking fee and completed contract Breeder does hereby reserve one season's booking of the said stallion for the said mare. Said booking fee will be applied toward the breeding fee. The balance of this fee, as well as, all collection and shipping fees must be paid in full and received by Breeding Facility prior to shipment of semen. The \$250.00 shipped semen fee includes collection, lab, Equine Express II Disposable packaging and Federal Express shipping. Additional shipments, if needed, will be \$250.00 prepaid.

If it is necessary to use same day air service transport, charges will apply for courier fees to airport. Air freight will be billed according to costs incurred. You may choose to use Breeding Facility Equitainer to transport your semen. Equitainer must be returned in good, re-useable condition, within two (2) working days after mare is inseminated. Mare Owner agrees to pay the return freight charges and insure Equitainer with shipper to cover loss and/or damages. If Equitainer is not returned within two (2) working days, a \$20.00 fee will be charged for each day it is not returned. Mare Owner agrees to pay for any loss or damages to Equitainer. All shipping fees apply to deliveries within the continental United States only. Deliveries outside the continental U.S. are subject to additional charges. All fees and charges are payable in U.S. funds.

Breeding Facility accept payments by (check payment type): Check Money Order Visa Master Card Discover Card

Credit Card Number: _____ - _____ - _____ - _____ Expiration Date: ____/____

Cardholder's Signature _____ Authorization Code (last three numbers from back of card) _____

Credit card charges exceeding \$500.00 will be charged a service fee of 4% of total credit charge. An insufficient funds fee of \$50.00 will be charged on all returned checks. Personal checks must be received 10 days prior to shipment. Certified checks will receive immediate credit.

2. Breeding Facility collects and ships Monday through Friday during the breeding season. Breeding Facility requires the order to ship semen be made by 6:00 PM Mountain Standard Time the DAY PRIOR TO SHIPMENT. Mare owner may cancel shipment until 10:00 AM Mountain Standard Time on the day of shipment at no penalty provided shipment is delivered using Federal Express. Semen orders for same day air service are required by 12:00 PM Mountain Standard Time the day prior to shipment. Same day air service can be canceled up to 9:00 PM Mountain Standard Time the day prior to shipment. All requests shall be filled as received. If there is insufficient semen to fill all orders on a given day, priority is given to earliest received contract.

3. Semen will be shipped Federal Express Priority Overnight delivery or same day air transport service. It is the Mare Owner's responsibly to contact Federal Express to learn of any delivery limitations in your area and to notify Breeding Facility of how the shipment can reach Mare Owner the next day. Federal Express does not deliver to post office boxes and does not deliver on holidays. No warranty, expressed or implied, shall accompany the cooled semen transferred under the terms of this Agreement. Breeding Facility will make every attempt to deliver cooled semen timely and in good condition, however, Mare Owner acknowledges the Breeding Facility cannot guarantee delivery within a specific time period, nor that the cooled transported semen will safely reach the insemination destination without losing some of its integrity, quality or characteristics.

4. A copy of registration papers must be received by Breeding Facility before semen will be shipped

5. Mare Owner understands and agrees that the said mare will be checked by ultra-sound methods, performed by a qualified veterinarian prior to having semen shipped. A qualified veterinarian or technician should be used in the procedure of artificial insemination of said mare.

6. This contract contains a "Live Foal Guarantee." If foal dies within **24 hours** or is stillborn, return privileges for the 2010-2011 season apply only if Breeder is notified within ten (10) days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the mare should miscarry, abort or prove barren, Mare Owner has return privileges the 2010-2011 season. All shipped semen charges in paragraph 1 will be applicable. The normal collection and shipping fee must be paid in full prior to shipping. A substitute mare can be returned for breeding by mutual consent of Mare Owner and Breeder.
7. A "Live Foal Guarantee," applies only if said mare is checked in foal by a licensed veterinarian and written confirmation from the licensed veterinarian is sent to Breeding Facility within **30 days** post breeding.
8. A "Breeders Certificate" will be issued for the foal, conceived during this mating, when stallion fee and all other expenses have been paid in full, and when mare has either, at Breeder's option, been (a) pronounced safe in foal, or, (b) has produced a live foal by this mating.
9. It is further agreed that should the stallion die, be sold by the owner, or become unfit for services, prior to settling the mare, frozen semen from said stallion will be substituted for fresh or cooled semen. If the mare dies or becomes unfit to breed, the Breeder has the option to either, (a) accept another mare according to paragraphs 6 and 7 as a replacement, or (b) refund \$ _____ of the breeding fee, if it has been paid in full, thereby, canceling this contract.
10. This Contract is non-assignable and non-transferable, by the Mare Owner without prior written permission of the Breeder.
11. This Contact is entered into the State of Colorado and will be interpreted and enforced under the laws of the state. Any legal action must be brought in **Jefferson County Golden, Colorado**
12. The parties to this Agreement mutually agree that any and all disputes arising in connection with this Agreement will be settled and determined by binding arbitration conducted in accordance with the then existing rules of the American Arbitration Association by one or more arbitrators as appointed in accordance with said rules. Said arbitration shall take place in **Jefferson County, Golden, Colorado**.
13. This Contract represents the entire agreement between parties. No other agreements or promises, verbal or implied are included unless specifically stated in this written contract. Each party should individually initial additional comments. If no additional comments, check here (____).

When Mare Owner, Breeder and Breeding Facility sign this Contract, it will then be binding on all parties, subject to the above terms and conditions.

 Date

 Breeder (or authorized agent) Signature

 Date

 Breeding Facility Signature

 Date

 Mare Owner (or authorized agent) Signature

**4675 Easley rd
 Golden, CO 80403
 (303) 279-0700**

**Key Stallion Station
 Kathy Key-Manager
 26826 US Highway 50 East
 Pueblo, CO 81006-9799
 (719) 544-2740 phone
 (719) 544-1988 fax**

 Mare Owner Address

 (_____) _____
 Phone
 (_____) _____
 Fax

 Email

Semen Shipping Information

Veterinarian Name: _____
Veterinarian Phone: _____
Name of Clinic: _____

Physical Address For Shipment (NO POST OFFICE BOXES ACCEPTED):

Does Fed-Ex deliver on Saturday to above address? _____ **Yes** _____ **No**
Will you place a hold on your shipment? _____ **Yes** _____ **No**
If yes, what is the address of the Fed-Ex location you wish to hold your shipment?

Please make stallion fee checks payable to Ron or Dory Yelick

White Copy: Key Stallion Station; Yellow Copy: Stallion Owner; Pink Copy: Mare Owner