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☺ **FIREWATERONTHEROCKS** ☺  
COOLED TRANSPORTED SEMEN CONTRACT

1. Mare Owner hereby agrees to breed their mare \_\_\_\_\_ Reg. No. \_\_\_\_\_ and only this mare to the Stallion Firewaterontherocks standing at R&R Performance Horses, utilizing cooled transported semen, and paying a stallion service fee of \$\_\_\_\_\_ which includes a non-refundable booking fee of \$500 payable with this contract which will reserve for the Mare Owner a breeding by means of cooled transported semen for the 2010 season.
2. Prior to shipment, the Mare Owner must pay the following: Booking fee, the balance of stud fee \$\_\_\_\_\_, and a \$250 shipping and collection fee for each Federal Express priority shipment. If air freight is required, the Mare Owner will be responsible for the additional cost, which includes the courier fee to the Houston airport.
3. Return shipment of the equitainer is the mare owner's expense and there will be a \$300 additional charge for equitainers that are not returned within (3) days of receiving the shipment. Shipment will be made to a location at which the semen must be picked up on the day of arrival of shipment.
4. The stallion will be collected on Monday, Wednesday and Friday of the breeding season. A request for cooled transported semen must be made at least 24 hours prior to collection/shipping day. Sunday and Holiday delivery is not available. Therefore, R&R Performance Horses makes no guarantees that cooled semen will be available for transportation on any given specific day and has the right to refuse shipment. R&R Performance Horses assumes no liability due to weather or specific delivery times.
5. The Mare Owner represents the mare is healthy and in sound breeding condition and registered with the designated registration organization. R&R Performance Horses will not be held liable for damages as a result of damage to the semen or as a result of a mare failing to settle. There will be a limit of 3 shipments per breeding season per mare.
6. This contract provides for a return breeding in the succeeding year only, for a mare (or agreed upon substitute) that fails to produce a live foal. A live foal is described as a newborn foal that stands and nurses without assistance. If a foal is born dead, there are only return privileges if R&R Performance Horses is notified within 7 days of death and receives a veterinary statement confirming death. In the case that a mare fails to settle during the current breeding season she will be bred the next breeding season or the mare owner may substitute an approved mare to be bred the next breeding season. R&R Performance Horses shall be notified in writing within 10 days and sent a veterinary certificate from the attending veterinarian confirming that the mare failed to conceive.
7. A "Breeders Certificate" will be issued for the foal conceived by this breeding only when all fees have been paid in full, all paperwork accompanying shipped semen has been signed and sent back, and when the mare has produced a live foal by this breeding.
8. It is further agreed that should the stallion die or become unfit for service, this contract shall become null and void, and any money paid as part of the stallion service fee, less the nonrefundable booking fee and shipping/collection fees, shall be refunded to the Mare Owner.
9. When Mare Owner, or authorized representative signs and returns this contract to R&R Performance Horses it will be a binding contract on both parties, subject to the above terms and conditions. This contract is not transferable or assignable. The Mare Owner/lessee agrees that interest of 1.5% will be charged on all accounts that are over 30 days past due. The Mare Owner/lessee agrees to pay all reasonable attorney fees incurred by R&R Performance Horses in attempting to collect any outstanding balance.

**R&R Performance Horses by:**

\_\_\_\_\_  
Date \_\_\_\_\_

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

Mare Owner \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_  
Phone (\_\_\_\_) \_\_\_\_\_

Signed \_\_\_\_\_