



Magic Moments Stable

Jean and Granger Durdin

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ by and between \_\_\_\_\_ of \_\_\_\_\_

Name

Farm

Address

State

Zip Code

The owner/owner's agent/ lessee of the mare to be bred, hereinafter referred to as CUSTOMER, and Jean and Granger Durdin of Magic Moments Stable of Houston, Texas hereinafter referred to as Stallion Owner.

Whereas Jean and Granger Durdin are the owners of Vanguard Mordechai, Registration # AHR 652791 and customer is the owner/ owner's agent/lessee of the mare \_\_\_\_\_ Registration # \_\_\_\_\_ described as a \_\_\_\_\_ Mare, foaled in \_\_\_\_\_ Out of \_\_\_\_\_ Registration # \_\_\_\_\_ By \_\_\_\_\_ Registration # \_\_\_\_\_ Registered Owner of mare at time of breeding, per registration certificate is \_\_\_\_\_.

Now, therefore it is agreed as follows:

1. Stud Fee: Customer contracts to breed this mare to Vanguard Mordechai standing at Magic Moments Stable during the 201\_\_ breeding season. The Stud fee shall be \$750.00 of which \$ 150.00 is the nonrefundable booking fee payable upon execution of this Contract. The balance of \$ 600.00, as well as all charges outlined in the transported semen schedule, is due prior to the first shipment of semen.
2. Live Foal guarantee. If a licensed veterinarian certifies in writing within 1 week of determining that a mare bred to a stallion owned by MMS fails to produce a live foal – and such certification is provided to MMS within 30 days; then MMS will provide a rebreeding in current or following season. For the purpose of this agreement, a live foal is one that survives for a period of 72 hours. The rebreeding shall be made available at no additional stud fee or booking fee, except required pregnancy checks, re-handling fees, and vaccination expenses as detailed herein. The re-breeding and handling fees are available only for the same mare or a substitute approved in advance by MMS in writing.
3. Billing. All bills are due and payable in full by the 10<sup>th</sup> of the month. Any unpaid balance 30 days past due will be charged 1 ½ % interest each month. If customer fails to pay any amount due hereunder for more than 30 days, MMS may refuse to ship any semen to the mare owner.
4. A. Transported semen agreement: MMS is standing Vanguard Mordechai, a(n) Arabian Stallion at its facility during the 201\_\_ breeding season (February through September). MMS understands that the CUSTOMER has entered this breeding contract. MMS is authorized by the CUSTOMER to exercise their rights to have the CUSTOMER's mare bred to the above named stallion by use of transported semen. By executing a copy of this letter CUSTOMER hereby requests MMS to transport semen from the stallion to CUSTOMER on the following terms and conditions:

- a. Mare owner shall notify MMS by telephone no less than 24 hours prior to the day a shipment is required. Cell # 281-932-3643 Office 281-242-8211 Fax 832-201-7948.
  - b. The availability of fresh cooled semen will be at the sole determination of MMS.
  - c. Mare owner shall use all such transported semen for the sole purpose of impregnating the above listed mare.
  - d. Mare owner shall cause all such transported semen to be administered to the mare by a licensed veterinarian on the day of delivery or on the following day.
  - e. All semen will be transported to the mare owner in a container (Equitainer) provided by the veterinarian who is doing the collecting of the stallion. If a deposit is required by the vet that part of the agreement will fall between the mare owner and the collection vet. If an Equitainer is not returned within 48 hours to the collecting vet, it will be the sole responsibility of the mare owner to pay for the replacement of the Equitainer at approximately \$ 250.00.
  - f. Mare owner will be responsible for paying the collection fees at the vet clinic that is doing the collecting. For the purpose of this breeding contract Brazos Valley Equine Hospital; Navasota, Texas will be doing the collecting of the Stallion. They accept Credit cards for all of the fees.
  - g. MMS hereby represents to the mare owner that any semen transported will be from the stallion indicated in this contract. All information given to the mare owner about the collections or testing will be accurate.
- B. If the mare to be bred to the above listed stallion is to be live covered, all live covers will take place at Magic Moments Stable. Mare Care is \$12.00 per day and the Handling Fee for covering the Mare is \$15.00 per cover.
5. MMS, its agents servants or employees (the "Parties"), shall not be liable for any sickness, disease, estray, death, or injury which may be suffered by the mare, or any foal of the mare, or for any other cause of action whatsoever arising out of or in anyway connected with the breeding or provision of any service to the mare. Mare Owner understands that MMS does not provide any public liability, accidental injury, theft or equine mortality insurance on the mare or any foal that may be born to the mare as a consequence of breeding the mare to the stallion, and that all risks connected with breeding or provisions of any service to the mare and such foal shall be born solely by the Mare Owner. Mare Owner hereby agrees that MMS Parties shall not be liable for any special, incidentals or consequential damages arising from the transactions covered by this Agreement, including without limitation any damages arising from the non-performance of obligations which Mare Owner may have undertaken to any third party in reliance upon any promises and representations made in this Agreement. In no event shall MMS be liable for any action or cause of action arising under this Agreement exceed the amount of fees paid by the Mare Owner hereunder.
  6. Mare Owner hereby agrees to pay MMS all applicable charges, fees and expenses identified on the attached Fee Schedule. Except for those which require payment in advance, the charges, fees and expenses shall be due and payable within 30 days of any invoice rendered by MMS or the Brazos Valley Equine Hospital. Mare Owner will pay a late charge of one-half percent per month or the greatest charge allowed by law on all past due monies. All payments shall be paid in lawful money of the United States at the office of MMS Houston, Texas.
  7. Mare Owner hereby agrees to indemnify and hold the MMS Parties harmless from and against any and every kind and nature known or unknown arising out of or in any manner connected with any injury to any third person or persons or to the property of any third party or persons caused by the mare, or any foal resulting from any breeding of

- the mare to the stallion, and any and all claims, demands, causes of action, damages, costs expenses, losses or liabilities, at law or in equity of every kind and nature whatsoever known or unknown, arising out of or in any manner connected with any injury to the mare or any foal of the mare while they are in the custody of MMS parties.
8. Mare Owner here by represents that all applicable mare and personal information is true, complete and correct.
  9. This letter shall be binding upon and insure to the benefit of the parties hereto and their respective successors and assigns, provided however, that Mare Owner may not assign its rights or delegate the duties hereunder without prior written consent of MMS.
  10. This Agreement may be executed in any number of counterparts. Each counterpart constituting an original but all together one and the same instrument and contract.
  11. This Agreement shall be governed by and constructed in accordance with the laws of Texas.
  12. This Agreement and the exhibits referred to herein constitute the entire agreement between the parties and supersedes all prior oral and written negotiations and understandings with respect to the subject matter hereof. Except as otherwise provided herein, this letter may be amended or modified only in writing signed by both parties.
  13. Any communication made in connection with this Agreement shall be made in writing only. Any notice or communication shall become effective when deposited in the United States mail properly addressed with proper postage for first-class pre-paid mail.
  14. If any provision of this letter is prohibited by, or is unlawful or unenforceable under any applicable law of any jurisdiction, such provision shall be ineffective without invalidating the remaining provisions hereof.
  15. Mare Owner shall reimburse MMS for all costs, fees and expenses, including reasonable attorney's fees incurred by rights under this Agreement, and follow all federal, state and local sales or use tax liabilities, if any, connected with or related to this Agreement or any transaction arising hereunder, excluding, however, taxes based on the net income of MMS.
  16. Mare Owner shall pay directly to any third party identified by MMS the fees or charges incurred in connection with the provision of services or goods for your benefit hereunder.

MARE OWNER HAS READ AND ACCEPTS ALL OF THE TERMS ON EACH PAGE OF THIS CONTRACT.

\_\_\_\_\_  
MARE OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
STALLION OWNER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
Magic Moments Stable AGENT

\_\_\_\_\_  
DATE



**Magic Moments Stable**

Magic Moments Stable would like to explain what cooled semen is. It is fresh semen packed in an Equitainer which slowly cools the semen into a state of equilibrium. It is not frozen. When you receive the semen leave it packed until you are ready to inseminate the mare. When you are ready to inseminate, take the semen directly from the Equitainer. **DO NOT WARM THE SEMEN.**

If you wish to check the motility of the semen sample you must warm it to 37 degrees C. The best way to do this is to take just enough of the sample to make a slide, place on the slide warmer that is at 37 degrees C. Wait two to five minutes to warm.

Please remember transported semen is more difficult to control than is breeding your mare at the farm. The timing is much more crucial. The time of ovulation and the time of insemination must be almost perfect.

To help insure the success of conception utilizing transported semen, accurate detection of estrus and skilled palpation of follicles and prediction of ovulation is necessary.

MMS must be notified at least 48 hours in advance of the desired day of insemination. The stallions at MMS will have their semen collected on need basis Monday through Friday. We advise the Mare Owner to have their mare palpated during the first or second day of detected estrus and to call MMS to begin coordination of the collection days and shipment days.

Overnight delivery by Federal Express will be used whenever possible. Airplane shipments will only be used in an emergency. Mares bred at MMS will have priority of semen available. Transported semen is available by reservation as evidenced by and executed breeding contract.

Please return the Equitainer within 48 hours of shipment, overnight delivery or you will be charged a \$100.00 late fee. Because the Equitainer belongs to Brazos Valley Equine Hospital the need for a deposit is up to them. If they so require a deposit it will be communicated to you from them.

**THANK YOU FOR CHOOSING OUR STALLION. IF YOU HAVE ANY QUESTIONS OR CONCERNS PLEASE CONTACT MY OFFICE AT (281) 932-3643 OR FAX NUMBER (832) 201-7948.**

#### **SEMEN SHIPMENT FEES**

1. \$750.00 STUD FEE.
2. \$50.00 STALLION FEE TO OWNER PER COLLECTION
3. HANDLING FEE AND COLLECTION AND SHIPPING FEE TO COME FROM VET.
4. EQUITAINEER FEE TO COME FROM VET.
5. FEDERAL EXPRESS FEE EITHER PAID TO VET OR IF YOU HAVE A FEDERAL EXPRESS ACCOUNT, IT CAN BE DIRECT BILLED.

**ALL FEES DUE PRIOR TO SEMEN SHIPMENT**