

Tom Chown/Willowtree Farm

10334 Strittmatter Rd. Pilot Point, Tx 76258

COOLED TRANSPORTED SEMEN AGREEMENT or FROZEN SEMEN AGREEMENT

I hereby agree on this the _____ day of _____ 2008 to breed the mare below to the Stallion, Green With Invy, Reg. # 4080789 for the 2008 season using cooled transported semen subject to the following conditions:

Name of Mare _____ Registration# _____

Breed _____ Owner on Papers _____

Tom Chown/Willowtree Farm, agent for the above named stallion, will herein be referred to as stallion owner.

The Total Breeding Fee for Green With Invy for the 2008 season is: \$ _____ payable to Tom Chown/Wilowtree Farm (This Total Breeding Fee is broken down separately as Stud Fee \$ _____ and non-refundable Booking Fee \$ _____.)

The Chute Fee shall be payable upon execution of this contract. The balance of the stud fee shall be payable a minimum of (10) days before semen will be shipped unless the stud fee is paid with cashiers check, money order, or credit card which may be paid anytime prior to shipment. At no time will any shipments be made without the Total Breeding Fee being paid in advance. There is a \$275.00 fee per shipment of cooled semen which includes shipment via Federal Express. Additional charge of \$25.00 for Saturday Federal Express deliveries. If Semen is picked up at the ranch, the fee is \$175.00 per semen packet per mare. If shipment needs to be sent same day via Air Cargo, the customer will pay a \$350 shipped semen fee prior to shipment of semen. All semen shipment fees and or semen pickup fees MUST BE PAID prior to shipment.

1. Stallion Owner will begin shipping cooled semen in February of the current breeding season and end in July. **A request for a shipment of cooled semen must be made by 5:00pm C.S.T. the evening prior to shipping time. Frozen semen will be handled thru Select Breeders.** Cancellation must be made by 8:00 a.m. C.S.T. on shipping day to avoid a \$75 cancellation fee. Any late orders for semen that involve hiring a courier to deliver semen to a Federal Express drop-off location will result in a \$50 courier fee. We will ship on a first requested, first served basis. At no time will the Stallion Owner make a guarantee that cooled semen will be available for a specific day.
2. The Stallion Owners have the right to set a limit of two (2) shipments per breeding cycle per mare and five (5) shipments per breeding season per mare.
3. Stallion Owners agree to ship cooled semen as described above. If a mare fails to settle for any reason, mare owner will hold Stallion Owners blameless.
4. A Live Foal Guarantee will apply (except as provided in this paragraph and in paragraph 5 below) for one year to those mares that conceive and carry a pregnancy at least sixty (60) days from insemination. To be eligible for a live foal guarantee, a confirmation of pregnancy must be submitted from a veterinarian in the form of a documented ultrasound picture prior to the end of current breeding season. A live foal is described as a newborn foal that stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if Stallion Owner is notified within seven (7) days thereof and receives a veterinarian's statement confirming death within 30 days. Return privileges shall apply only to the next normal breeding period. A non-refundable rebreed Chute Fee must be paid prior to the mare being rebred. A substitute mare may be sent only if the original mare has died or is deemed unfit for breeding at the sole discretion of the Stallion Owner. No refunds will be given at anytime for any fees including the stallion breeding fee, chute fee or semen shipment fees.
5. The parties further agree that should the Stallion die or become unfit for service for *any* reason, then this contract shall become null and void (including the live foal guarantee) and both parties are relieved of any further obligation hereunder except that Mare Owner shall pay for all other expenses actually incurred including the payment of the breeding fee and all shipped semen fees. The Live Foal Guarantee in this contract is non-transferable and non-assignable and should Mare be sold or otherwise disposed of prior to the birth of the foal, the live foal guarantee shall be void. In the event the Stallion Owner agrees to the transfer or assignment of the "live foal guarantee" rights under the terms of this contract, then the new owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable. No refunds will be given at anytime for any fees including the stallion breeding fee, chute fee or semen shipment fees.
6. **Mare owners that chose not to breed via shipped semen may take their mare to the breeding farm. Board fees are as follows: A daily rate of \$12/per horse for pasture care, A daily rate of \$13/per horse for the mare motel and A daily rate of \$16/per horse for the show barn. Foaling fee \$350.00 per mare.**

7. A Breeder's Certificate will be issued to the mare owner after all expenses have been paid in full and upon notification of the birth of the foal.
8. The parties acknowledge that this agreement is made and shall be entirely performed within the County of Denton, State of Texas and shall be construed and enforced under the laws of the State of Texas.
9. When the mare owner signs and returns this contract to the Stallion Owner and the Stallion Owner signs this contract, it will then become a binding contract on both parties subject to the above terms and conditions, except by written mutual consent of the parties thereto.
10. A PHOTO STATIC COPY OF THE REGISTRATION PAPERS (BOTH SIDES) ON THE ABOVE NAMED MARE MUST ACCOMPANY THE SIGNED CONTRACT. Owner recorded on the Registration Certificate will be recorded on the Stallion Breeding Report.

FEES: THE BREEDING FARM WILL NOT SHIP SEMEN WITHOUT ALL FEES PAID PRIOR TO SHIPMENT OR PICKUP---- NO EXCEPTIONS WILL BE MADE

Please Make Your Check Payable to Tom Chown/Willowtree Farm

- _____ Shipped Semen Fee via Federal Express (lower 48 states) \$275.00/Shipment (not liable for lost or delay shipments)
- _____ Shipped Semen Fee via Federal Express (CANADIAN SHIPMENTS) \$300/Shipment
- _____ Saturday Federal Express Shipment Add \$25/shipment
- _____ Counter To Counter Air (within Continental U.S.) \$350/Shipment (we are not liable for lost or delayed shipments)
- _____ Pick Up Semen At Ranch (**Your Container**): \$175.00/pickup per mare—\$275.00 fee our container.
- _____ Rebreed Chute Fee \$300.00
- _____ Stallion Service Auction Chute Fee \$300.00
- _____ Embryo Transfer Mare (1 Chute Fee Per Embryo; 1 Stud Fee Per Embryo)
- _____ 2008 Stud Fee @ \$1500.00
- _____ 2008 Stud fee @ _____ any additional mares
- _____ 2008 frozen semen (1 stud fee per mare)@ _____
- _____ 2008 Stud Fee with early booking discounts _____

Mare Owner: _____

Signature: **X** _____ Date _____

Address _____

City/State/Zip: _____

Telephone: (Work): _____ (Home): _____ (Cell): _____ (Fax) _____

E-MAIL ADDRESS _____

STALLION OWNER
SIGNATURE: _____ Date: _____

Credit Card Information: (card will be charged upon receipt of contract)

Please charge my credit card for all fees incurred in breeding my mare:

___ Visa ___ MasterCard Name of Cardholder: _____

Billing Statement Address: _____

Card # _____ Exp Date _____ 3 #'s on back of card _____

Signature _____ Phone _____

SHIPPED SEMEN REQUEST FORM (PLEASE USE 1 FORM PER MARE)

Fax To: 940/686-5965 Please write CLEARLY

And call Carrie Chown @ 940/390-0901 or 940/686-2641 **You must have a voice confirmation that we have received your order for shipped semen.** Requests for semen must be made prior to 5pm CST the day prior to shipment or cancelled by 8am CST day of shipment. Breeding Farm will NOT Ship semen without all fees being paid prior to shipment or pickups.

Date: _____ Time: _____

Mare Name: _____ Breed _____ Reg# _____

Owner Name: _____ Email: _____

Contact Person(if different from owner) _____

Please check mark box below for the best number to reach you if we need to confirm shipment:

____ Work#: _____ Home#: _____
____ Cell#: _____ Fax#: _____ (will fax when possible)

Signature: _____

SHIP TO: _____ VIA FED EX _____ VIA AIR LINE---COUNTER TO COUNTER

Company: _____

Name: _____ Email _____

Physical Address: _____

City _____ State _____ Zip _____

Work# _____ Home# _____ Cell# _____ Fax#: _____

Preferred Major Airport: _____

Credit Card Information: (card will be charged upon receipt of contract)

Please charge my credit card for all fees incurred in breeding my mare:

____ Visa ____ MasterCard Name of Cardholder: _____

Billing Statement Address: _____

City _____ State _____ Zip _____

Card # _____ Exp Date _____ 3 #'s on back of card _____

Signature _____ Phone _____

Office Use Only: Please do not write below this line

Date Shipped: _____ Via: _____ Confirmation: _____

Green With Envy

PLACE YOUR ORDER FOR SEMEN AS SOON AS YOU CAN!!!

we ship on a *first ordered, first shipped* basis. Make sure that your vet knows our shipping dates so he will know when to order semen. We would prefer that semen is ordered the afternoon/evening before our collection day, however, we can take orders up until 8:30am CST on shipping days.

To Order Semen:

Call Carrie Chown @ 940/686-2641 or 940/390-0901

Please make sure to have your Federal Express shipping address ready

If shipping via the airlines for same day service, please have the airport that you wish to ship to ready

Shipping Days:

(every other day including weekends)

- Shipments *sent* on Saturday or Sunday will need to be flown in via the airlines as Fed Ex does not pick up on those days.
- Shipments sent on Friday will need to go to a Federal Express address that has Saturday delivery (if your home address or vet's office does not have Saturday delivery, this can be sent to a business close to you or to a Federal Express airport location—just make sure it has Saturday delivery availability).

Payments

If your mare progresses more rapidly than you expect and you need a shipment that hasn't been pre-paid, just call us....we accept Visa and MasterCard for your convenience.

Thanks for breeding!!!!

Tom Chown/Willowtree Farm

10334 Strittmatter Rd.

Pilot Point, Tx 76258

940/686-2641 or 940/390-0901

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www.tomchownqh.com