

## TCS CONTRACT

Transported Cooled Semen Contract For:  
COLOR ME QUICK CASH "Trendy" APHA 1,017,540

BREEDING FEE \$800.00

Booking fee \$100 (non-refundable) Booking fee will be applied to the breeding fee. First shipment is included in stud fee. Mare owner to pay additional shipping.

This breeding contract for the breeding season of **2020**, is made and entered into by and between Eber and Maureen Christopher, dba Christopher Performance Horses, hereinafter referred to as Breeder, and \_\_\_\_\_ hereinafter referred to as Mare Owner.

### TERMS:

1. Mare Owner will supply Breeder with copies of registration papers of mare to be bred prior to shipment of semen.

Mare name \_\_\_\_\_

Breed & Registration # \_\_\_\_\_

2. Mare Owner will notify Breeder as to expected dates of shipments as early as possible. A minimum of 24 hours is required to guarantee shipment within 24 hours of notification. Shipment will be made by Federal Express, Priority Overnight.

3. This contract contains a "live colored foal guarantee." A live foal is described as a new born foal which stands and nurses without assistance. If foal is born dead, there are return privileges for the **2020** breeding season, if breeder is notified within 30 days and receives a veterinarian's statement confirming death. If after being pronounced in foal, mare should abort or prove barren, she may be rebred during the **2020** breeding season, February 1 thru July 1, **2020**, or the following **2021** breeding season. Mare Owner may substitute a different mare for rebreeding, with approval of the Breeder. This "live colored foal guarantee" is subject to paragraph 6 of this contract.

4. All paper work required by APHA must be completed by Breeder and Mare Owner as defined by APHA. All transported semen breedings will be bound by the rules of the APHA.

5. Should the stallion die, or become unfit for service, prior to insemination of the mare, during the **2020** breeding season, the breeding fee (less \$100 booking fee) and any unused expense deposit, will be refunded by Breeder. After insemination, no refunds will be made. As long as the stallion is available for service, mare owner has the right to return breeding privileges. This no refund policy will become effective only if the stallion is unfit or dead. Mare Owner may apply fees to another stallion owned by Breeder at this time.

6. This contract is entered into in the State of NEW MEXICO, and will be interpreted and enforced IN and UNDER the laws of that state. If any clause in this contract is against State Law, then that clause will be null and void.

7. Breeder, or his agent, will issue a Breeder's Certificate to mare Owner upon notification of the birth of a live foal, provided all fees due hereunder have been paid.

8. Neither the breeder, nor his employees, agents, or representatives shall have any liability for accident, loss, sickness, disease, or injury suffered by mare, and if applicable, foal at side, including, but not limited to, any consequential damages which are claimed to have arisen out of or related to the breeding process, whether or not caused by Breeder's negligence or negligence of Breeder's employees, agents, or representatives. Thus, all risk related to breeding of the mare, and , if applicable, foal at side, are to be borne by Mare Owner, including all consequential damages to Mare Owner. Damage claims of any kind shall be limited to a maximum equal to the amount paid by Mare Owner to Breeder for this breeding season.

DESCRIPTION OF FEES:

1. Breeding Fee \$800.00 must be paid PRIOR TO FIRST SHIPMENT. There will be NO Refunds of breeding fees, other than those mentioned in paragraph 6.

2. Shipping fees \$150 weekdays, \$200 Saturday delivery.

This contract must be signed and dated by both parties to be valid.

Signed by:

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Mare Owner address and phone number:

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Stallion Owner:

.....*Maureen Christopher*.....

