

# RM PAINTS

8502 320<sup>TH</sup> ST. S.

ROY, WA. 98580

## SHIPPED SEMEN STALLION SERVICE CONTRACT

This certifies \_\_\_\_\_ herein referred to as the Mare Owner, has engaged one breeding to **IAM THE GRAND FINALE APHA REG.# 907,092/ AQHA REG.# 4917348** for the 20\_\_ breeding season at \$\_\_\_\_\_ for the following mare:

Mare name: \_\_\_\_\_ Breed: \_\_\_\_\_ Reg. No. \_\_\_\_\_

Year foaled: \_\_\_\_\_

Sire: \_\_\_\_\_ Dam: \_\_\_\_\_

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RM PAINTS, agent for the above named stallion, will herein be referred to as Breeder. This service is engaged subject to the following:

1. A **non-refundable** booking fee of \$150.00 is payable with this contract. The balance of \$\_\_\_\_\_ and service charge for the first shipment (See #6 below) are due before any semen will be shipped. No contract will be approved until fees are paid.
2. A **photocopy** of the **registration papers** (both sides) shall be sent to the Breeder with this contract.
3. Shipping days will be: Every Monday, Wednesday, & Friday, beginning **February 1** and ending **July 1**. We highly recommend sending your mare to a vet clinic or breeding farm for her heat cycle. They will coordinate optimum shipping times with us.
4. The Breeder **must be notified prior to 9:00 PM Pacific Time on the day before the semen is to be shipped**. Semen will be shipped on collection days only on an "as available" basis. Mares sent to Breed will receive preference for semen availability.
5. Shipped semen service charge will be as follows: (1) U.S. lower 48 states - shipped Federal Express Priority Overnight at **\$250.00** per shipment or by airplane at **\$300.00** per shipment. (2) Canadian shipments - Federal Express at **\$275.00** per shipment or by airplane at **\$325.00** per shipment. These charges must be paid prior to each shipment. Mare Owner is responsible for returning container immediately to the Breeder at the Mare Owner's expense. (Disposable containers do not have to be returned.)
6. The breeding season in force for this contract shall begin **February 1** and close **July 1** of the year on this contract.
7. **Live Foal Guarantee:** Live foal means the foal shall stand and nurse. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return breeding will be guaranteed the following year only at Breeder's facility, providing proper notification is given. Proper notification is a written certification by licensed veterinarian within seven days that the mare has slipped or produced a non-viable foal. Mare Owner verifies that such abortion or death did not result from any act or omission of the Owner. Rhino vaccinations must be administered as indicated by the individual drug manufacturer as the mare progresses through her pregnancy. **Failure to do this will void the Life Foal Guarantee.**
8. **Rebreeds:** If the mare does not produce a live foal the first breeding season bred, mare owner is entitled to a rebreed the following year after the initial year the breeding fee was paid. Thereafter, mare owner will be subject to an additional chute fee, plus any increases in the breeding fee. No live foal guarantees on the third year.
9. **Genetic Diseases:** The Breeder shall be held harmless of any horses(s) with genetic diseases (**HYPP**). If the above said Mare Owner has a **HH** (double positive) foal, the Mare Owner shall have the option of returning the double positive foal to the Breeder in return for a rebreed the following year. (The foal must be returned to the Breeder before Mare Owner is entitled to a rebreed.)
10. A breeder's certificate will be issued to Mare Owner after all expenses have been paid in full and upon notification of birth of foal.
11. There is **no** Paint Color Guarantee.
12. It is agreed that should above named stallion die or become unfit for service, than this contract shall become null and void and the booking fee refunded. For those with a paid return breeding, if the stallion dies the mare owner may select another stallion standing at RM PAINTS with all monies paid applied to that stallion's breeding fee. Mare owner is responsible for paying the difference in stud fees if a stallion is chosen with a breeding fee of higher value. There will be no money refunded.
13. This contract is governed by the laws of the State of Washington and the venue of Pierce County, Washington. All accounts are due and payable in Pierce County, Washington, in U.S. Dollars.
14. This contract is not valid unless completed in full. When Mare Owner signs and return the contract and booking fee to Breeder, Breeder will notify Mare Owner within 10 days of approval. Upon notification, it will become a binding contract on both parties, subject to the above terms and conditions.

**SHIPPING INFORMATION**

Ship To:

\_\_\_\_\_

Address:

\_\_\_\_\_

City/St/Zip:

\_\_\_\_\_

Home Ph.:

\_\_\_\_\_

Work Ph.:

\_\_\_\_\_

Fax/Cell:

\_\_\_\_\_

**OWNER INFORMATION**

Date:

\_\_\_\_\_

Owner/Agent:

\_\_\_\_\_

Address:

\_\_\_\_\_

City/St/Zip:

\_\_\_\_\_

Home Ph.:

\_\_\_\_\_

Work Ph.:

\_\_\_\_\_

Fax/Cell:

\_\_\_\_\_

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

RM PAINTS \_\_\_\_\_

**RM PAINTS**  
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