

OHK Krymsun Zip 2011 Breeding Contract

Addendum A- Terms & Conditions for Shipped Cooled Semen

This addendum is executed in conjunction with the 2011 Breeding Contract for the Stallion, **OHK Krymsun Zip**, AQHA #4465333 (stallion) and the Mare, _____ with Registration # _____ (mare), in the _____ Breed Association registry. The following are Terms and Conditions for breeding the Mare to the Stallion via shipped cooled semen:

1. All Stallion Service Fees, booking fees, chute fees and any other outstanding balances due must be paid in full to Fields Quarter Horses, LLC (FQH) prior to the first shipment of semen.
2. Fields Quarter Horses, LLC (FQH,) will use its best efforts to provide shipped cooled semen on standard shipping days when requested twenty-four (24) hours in advance of shipping. However, a contract for cooled semen does not guarantee that semen will be available on the day requested. Mare Owner agrees to provide twenty-four (24) hour notice prior to 9:00am on the collection day. Shipping days are Monday, Wednesday, Friday, and Saturday only upon request. Requests will be filled in the order in which they are received, but with the following order of preference: Mares ordering semen for the first time in a season will be given preference over mares who have ordered semen previously in the same breeding season. Mare Owners giving 24 hour notice and Mares bred to Stallion at FQH, LLC shall have priority status for semen. Orders for counter-to-counter shipments received after 9:00am EST on the day preceding collection cannot be guaranteed. Mare Owners will be responsible for shipping charges for cancellations received after a shipment has been sent.
3. Mare Owner may pick up semen at FQH, but must request semen 24 hours prior to 9:00am on the collection day.
4. A deposit of \$300 is required when FQH, Equitainers are used. Equitainer must be returned to FQH, with shipping charges prepaid, within 24 hours after insemination. If Equitainer is not received within five (5) working days from shipment, Mare Owner will be assessed a \$25/day rental fee. All costs/deposits must be paid in advance of the shipment. Mare Owner may supply their own Equitainer (**BOLDLY** marked with Mare Owner name and return address). Mare Owners Equitainer must be clean and in good condition and must be received at least 48 hours prior to shipment.
5. Mare Owner certifies that FQH, is obligated to transport cooled semen to the address of record which has been provided in writing on the Mare information form by Mare Owner prior to any shipment. All Shipments will be shipped to the address provided unless otherwise specified in writing and confirmed.
6. Mare Owner certifies that the address provided for shipment is a suitable facility for the artificial insemination of Mare contracted to be bred. FQH, may refuse to make repeated shipments if the shipments (as deemed by FQH) will not reasonably lead to the successful insemination of the Mare as contracted. Further, Mare Owner warrants that only the Mare who is subject to the breeding contract shall be inseminated by the shipped cooled semen of the Stallion.
7. Mare Owner agrees to comply with all breed association requirements concerning the use and handling of Transported Cooled Semen. Mare Owner shall promptly send copies of the Collection/Insemination Certificate to the breed associations and to FQH. For AQHA Registered mares, the parties further agree to strictly abide by Rule 209 as contained in the AQHA Official Handbook or as modified and amended by the AQHA.
8. The parties agree that the obligations of performance by FQH, shall be met when the chilled semen shipment is accepted by the company providing transport of the container. FQH, will assist Mare Owner in requesting refunds from the transport company but will not be liable for any fees or charges requested to be refunded. The parties agree that risk of loss transfers to the Mare Owner upon transfer to the transport company. Each shipment will be insured for the cost of the container only. If Mare Owner wished to purchase additional insurance, they may do so at their own expense prior to shipping.
9. FQH and Mare Owner shall execute a "Transported Semen Breeders Certificate" and shall comply with any parentage verification as required by the appropriate breed associations. Parent verification is Mare Owner's expense.
10. This Agreement is limited to the 2011 breeding season.

Fields Quarter Horses (Stallion Owner/Agent)

Date

Mare Owner/Agent

Date

Fields Quarter Horses, LLC
Khris or Wayne Fields
859-380-8944/380-8807

www.fieldshorses.com
www.ohkkrymsunzip.com