



Rising Sun Quarter Horses and Arena, LLC.

**P.O. Box 1087
Castle Dale, Utah 84513
(435) 381-5708**

This Transported Cooled Semen Stallion Breeding Contract for the breeding season of _____, is made and entered into on this _____ day of _____, _____, is by and between Rising Sun Quarter Horses, hereinafter designated as "Breeder", _____, hereinafter designated as "Stallion Owner" and _____, hereinafter designated as "Mare Owner". Mare Owner agrees to breed the mare _____ Breed/Registration No. _____, to the Stallion, _____, for the fee of \$ _____, for a live foal, subject to the following terms and conditions. Breeding season is defined as the period beginning February 1 and ending on June 1 of the calendar year.

1. The stallion service fee includes a non-refundable booking fee of \$ _____ payable upon execution of this contract. The balance of this fee must be paid before a semen shipment is ordered as well as the below outlined fees. Mare Owner will include a copy of the mare's breed registration papers.

2. The balance of the breeding fee will be paid before shipment is requested. In addition, there will be a \$300 deposit made by separate check for the cost of the shipping container. The deposit will be refunded upon return of the container. \$50 per day rental will be charged for each day in excess of 48 hours that the container is retained by the Mare Owner following insemination. A collection and semen processing fee of \$200 will be paid in advance of each shipment – these costs represent collection, extending and analyzation fees associated with shipped semen. It also includes shipping fees one way. If mare owner uses a container owned by them there will be no container deposit. Mare Owner is responsible for return shipping fees for the container which must be returned NEXT DAY AIR. If Mare Owner requires a same day shipment via airline there will be an additional charge of \$250 for the airport courier fee.

3. PLEASE PROVIDE THE FOLLOWING INFORMATION:

Street Address to be shipped to:

Name: _____
Address: _____
Phone#: _____

Billing Address:

Name: _____
Address: _____
City/State/ZIP _____
Phone#: _____

Veterinarian:

Name: _____
Address: _____
City/State/ZIP: _____
Phone#: _____

4. THE SEMEN MAY ONLY BE USED FOR THE DESIGNATED MARE.

5. CLOSEST AIRPORT: _____

6. This contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal which stands and nurses without assistance. If the foal is born dead, there are return privileges for the _____ season only if Breeder is notified within 7 days and receives a veterinarian's statement confirming death. If after being pronounced "safe in foal," the mare should miscarry, abort, or prove barren, Owner has the privilege to return her during the current season, February 1st thru June 1st, _____ or the following year, _____.

7. A "Breeder's Certificate" will be issued for the foal conceived by this mating, when stallion service fee and all other expenses have been paid in full; and when mare has produced a live foal by this mating.

8. It is further agreed that should the Stallion die, be sold by the owner or become unfit for service prior to settling the mare, that the breeding fee less the booking fee will be refunded if it has been paid in full, thereby canceling this entire contract; or if the mare dies or becomes unfit to breed, the Breeder has the option to either, A) accept another mare according to paragraphs 4 and 5, as a replacement, or B) refund the breeding fee less the amount of the booking fee, if it has already been paid in full, thereby canceling this entire contract.

9. Neither Rising Sun Quarter Horses nor Stallion Owner is responsible for lost, delayed or damaged shipments once the shipment is in possession of the carrier.

10. This contract is non-assignable and non-transferable. This contract is entered into in the state of Utah and shall be enforced and interpreted under the laws of that state.

11. Should either party breach this contract, the breaching party shall pay for the other's court costs and attorney's fees related to such breach.

12. This contract represents the entire agreement between the parties. No other agreements, verbal or implied, are included unless specifically stated in this written agreement.

13. This contract is entered into in the state of Utah and shall be enforced and interpreted under the laws of that state.

When Mare Owner, Stallion Owner and Breeder sign this contract, it will then be binding on all parties subject to the above terms and conditions.

Mare Owner's / Agent's Signature _____ Date _____

Breeders Signature _____ Date _____

Stallion Owner's Signature _____ Date _____

Please sign and return the original and one copy of this contract, retain one for your files.

PRIOR TO SHIPMENT: Contact Rising Sun Quarter Horses: (435) 749-7120 or encountered@etv.net – allow 24 hours notice when requesting shipments. We ship semen Monday through Friday.