# **Supremat OLD Frozen Semen Breeding Contract**

This Suprer	mat OLD Breeding	Contract is made on	day of		, 20	by and between Dawn
Chamorro	("Stallion Owner")	and		("Mare Ow	ner").	
Pho Em	Idress: 126 Cyp one: 281 nail: info ebsite: www	vn Chamorro 38 Huffmeister Rd ress, TX 77429 -352-0944 @SuprematOLD.com w.SuprematOLD.com		Stallion: Registration #: Breeder: Birthdate: Color: Standing At:	Supremat OLI DE 433330642 Stall Troff 02.03.2008 Black Isabella Farms	2208
	ner/Purchaser:					("M O
						("Mare Owner/Purchaser")
						<del>-</del>
Email:						
Website: _						· · · · · · · · · · · · · · · · · · ·
Mare to b	e bred:					
Name:	<del> </del>					("Mare")
Breed:		1	Reg #:		Birthda	ate:
Color:		Sire:			Dam:	
Dam's Sire:		C	wned by:			
Veterinari	ian:					
Name:						
Phone:		Email:				
	status of Mar					
La	ast breeding d	ate of Mare?				
Are you	doing and em	bryo transfer?				
<b>If yes,</b> Mar	e Owner understar	nds that if embryo transfe	er results in m	ore than one preg	nancy then Ma	re Owner will pay Stallion
Owner		for each additional	pregnancy. Th	e above Mare Ow	ner/Purchaser	agrees that no embryo
transplants	from the above na	med mare using semen fr	om Supremat	OLD are to be do	one without the	e prior written permission of
Dawn Char	morro, the Stallion	Owner. If embryo transp	lant is done w	ithout prior writt	en permission	from Stallion Owner, Mare
Owner/Pur	chaser will be liable	e to pay Stallion Owner f	ull breeding fe	e of		for each individual embryo.

## Are you leasing mare?

If yes, Lessee states they have full permission from owner that they have permission to breed Mare listed in this contract.

Mare Owner will submit a copy of Mare's registration papers with pedigree and a photo of Mare at the time contract is submitted.

## **Breeding Fees:**

### Stallion Owner requires 50% down and 50% when confirmed in foal.

<b>Booking Fee:</b> Mare Owner must p	to secure and reserve a breeding.			
Booking Fees is non-refundable and will be cr	redited towards the breeding fee.			
	Once booking fee is paid, Mare Owner will ipped breeding dose(s) which is			
		confirmed in foal Mare Owner will pay Stallion		
Owner the remaining balance of Mare Owner will receive one (I) breeding certificate per contra				
Please make all payment	s via money order, wire transfe	er, cashier's or certified cheque.		
Where would you like semen shipped?	This is very important.			
If other, please specify:				
Name:				
Address:	City/	ST/Zip:		
Phone: Fax:	Email:			

**Shipping:** Breeder is responsible for all shipping, tank rental, and handling fees associated with delivery of the semen from the storage facility and return of the shipping container. Semen is stored and shipped by:

### **Select Breeders Southwest, INC.**

2982 Rock Hill Road Aubrey, TX 76227 Phone (940) 365-2467 Fax (940) 365-2570

Email: <a href="mailto:info@SelectBreedersSW.com">info@SelectBreedersSW.com</a> Website: <a href="mailto:www.SelectBreeders.com">www.SelectBreeders.com</a>

All shipments will be overnighted. Shipping domestic (inside the USA) is a flat fee of \$335.00 and for a Saturday delivery it is \$350.00. All Canadian shipments are \$500.00. Mare owner must fill out Select Breeders Frozen semen request form and submit form with payment to Select Breeders Southwest. Please contact Select Breeders Southwest for further questions and details. Prices are subject to change. **Shipping fees are not included in breeding fees and are determined by Select Breeders Southwest, INC.** Once shipment arrives it should be inspected immediately. Any claims regarding the integrity of the shipment must be filed within 24 hours of delivery. Stallion Owner shall not be responsible for lost semen shipments or delays in delivery not within the control of the Stallion Owner such as missed flights, weather delays, failure of third party service, or acts of God. Stallion Owner will not be responsible for lost or damaged semen whilst in the possession of your veterinarian.

#### **Terms and Conditions:**

- I. A "dose" is defined as a single insemination unit (8 x 0.5mL straws) containing a minimum of 800 million total sperm, which upon thawing using the supplied thawing technique, shows at minimum a 30% post-thaw progressive motility. Select Breeders Southwest, INC will provide detailed thawing instructions for the frozen semen doses provided.
- 2. The stallion Supremat OLD has been annually tested negative for: EVA (Equine Viral Arteritis), VS (Vesicular Stomatitis), EIA (Equine Infectious Anemia / Coggins), and CEM (Contagious Equine Metritis).
- 3. The Mare's health condition is the responsibility of the Mare Owner/Purchaser. The Mare Owner/Purchaser will insure that the mare is in sound breeding condition. We recommend that Mare Owner/Purchaser's vet will examine and assess your Mare's breeding soundness, a negative uterine culture is not required prior to breeding, and we do expect you to follow your veterinarian's recommendation. The Mare Owner/Purchaser shall assume all responsibility for the condition and management of the mare and will bear all risk of loss or damage to the mare whether by death, disease, injury, infection or otherwise, and by any cause whatsoever and therefore agrees to hold Stallion Owner or any person employed or associated with Isabella Farms / Dawn Chamorro harmless for any and all damages associated therewith.
- **4.** In the event frozen semen becomes unavailable due to unforeseeable circumstances, before Mare is first serviced pursuant to this contract, this contract shall be terminated and the Stallion Owner shall return the portion of the breeding fee paid by the Mare Owner/Purchaser within a period of 60 days. The booking fee is non-refundable.
- 5. We recommend that the Mare Owner/Purchaser vaccinate the mare for Rhinopeumonitis (Equine Herpes Type I) at 5, 7, and 9 months of pregnancy, the Mare Owner/Purchaser shall also insure that the mare is kept in proper condition, and be kept up to date on all worming and all other vaccinations. We strongly recommend that the above mare be checked for pregnancy and ultrasounded by a veterinarian I4-I7 days post breeding. The mare should be re-checked between 28-35 days for pregnancy and heartbeat. The Mare Owner/Purchaser must inform **Dawn Chamorro** of the above named mare's pregnancy status after each pregnancy check.
- 6. Upon giving birth to a Live Foal, Stallion Owner will issue a breeding certificate to Mare Owner/Purchaser and any other documentation to register Mare's offspring as long as all fees are paid and providing a receipt of written notification signed by the attending veterinarian detailing dates of insemination and pregnancy examinations, pregnancy status as well as identification of the mare that was bred. Mare Owner/Purchaser is responsible for compliance with any registry requirements for the use of the frozen semen and payment of any fees for the subsequent registration of foals conceived. No paperwork or certificates shall be issued until all requirements are met.
- 7. The mare is booked by name and the booking is valid only to the mare listed in this contract. Neither booking nor the return privilege or any part of this contract can be transferred without written permission from the stallion owner.
- 8. If Mare Owner/Purchaser Breaches Contract in any way, Mare Owner/Purchaser will be responsible for paying Stallion Owner an additional \$1500.00 plus all other fees listed in this contract.
- 9. Mare Owner must contact Stallion Owner for instructions on what to do with any unused semen.
- **10. Governing Law and Venue.** This contract shall be governed by the laws of TEXAS. The parties hereby agree that any legal action under this contract must be brought in HARRIS COUNTY, TEXAS.

#### Live Foal Guarantee:

Print Name

- 2. In the event that the Mare does not produce a "Live Foal", then the Mare Owner/Purchaser shall provide Stallion Owner with a veterinarian's certificate stating the date and time of the foal's birth, date and time of death, and supposed cause of death within 5 calendar days of such death.
- 3. In the event that the Mare loses or aborts the pregnancy, the Mare Owner/Purchaser shall provide Stallion Owner within 5 calendar days of discovery of such pregnancy loss a veterinarian's certificate detailing dates of pregnancy examinations, indicating when the pregnancy was lost or aborted and supposed cause of abortion.
- 4. Mare Owner/Purchaser shall notify Stallion Owner within 5 calendar days of the last insemination of the year if the mare did not conceive, in order to be eligible for rebreed the following year. A statement signed by the veterinarian is required to be submitted to the Stallion Agent detailing identification of the mare, insemination and pregnancy check dates and certifying that the Mare has not become pregnant during the first breeding season.
- 5. In the event that the Mare dies, Breeder shall provide Stallion Agent with a veterinarian's certificate of death within 5 calendar days of such death. The substitution of a replacement mare does not extend the original terms of the Agreement.
- 6. If any part of this contract is breached or violated by Mare Owner/Purchaser or Mare's failure to give birth to a Live Foal is due to the actions or inactions of Mare Owner, or that of Mare Owners agents, employees, contractors, or family members, including the failure to vaccinate Mare, Mare is substituted with another mare without written consent, omissions from Mare Owner or Mare Owner's parties, or Mare Owner/Purchaser fails to notify Stallion Owner after any failed attempts described above then the Live Foal Guarantee is Null and void and Stallion Owner shall have no further obligations to Mare Owner/Purchaser.

Please provide where foal will be regis	stered:					
This contract contains the entire agreement among the parties. Any modifications or additions must be in writing and signed by all parties. No oral modifications will be considered part of the contract. All parties have read, understand, and agree to all the terms and are signing contract of their own free will.						
Stallion Owner:	Mare Owner/Purchaser:					
Signature	 Signature					

Print Name