

SHIPPED SEMEN BREEDING CONTRACT

This agreement, made and entered into this _____ day of _____ 20_____

1. Mare Owner agrees to breed the mare _____ to the Stallion _____ standing at Bosen Land & Livestock during the 20_____ breeding season via cooled, shipped semen, Mare Owner will pay a stallion service fee of \$_____. A non refundable booking fee (to be included as part of the stallion service fee) of \$_____ is payable with this contract and reserves for the mare owner a shipped semen breeding for said season.

Semen will not be shipped prior to payment of the booking fee and balance of the stallion service fee. We utilize the Federal Express Priority Overnight Procedure. Shipped Semen Fee is \$_____. We accept cash, company checks and VISA or MasterCard.

Stallions are collected Mondays, Wednesdays, Fridays and Saturdays during the breeding season. Shipped semen requests must be made prior to 9:00 am (mountain time) on a shipping day. While we strive for quality and timeliness, no guarantee of delivery within a certain time period nor the quality of the semen at arrival is given.

2. The mare must be healthy and in sound breeding condition. A copy of the mare's registration papers must be included with this contract.
3. This contract provides for a return breeding for said mare (or agreed upon substitute) that fails to produce a live foal. This may be satisfied at the SOLE OPTION OF BOSEN LAND & LIVESTOCK by 1) shipping semen, or 2) Bosen Land & Livestock may require the rebreeding be performed at Bosen Land & Livestock's farm or by 3) refunding the Stallion Service Fee less the Booking Fee. In the event no live foal is produced, we must be notified in writing within 10 days. Include a veterinary certificate.
4. Mare owner agrees to use the shipped semen to breed only the designated mare in accordance with this contract and registry rules.
5. Should the stallion die or become unfit for service this contract becomes null and void and any money paid as part of the stallion service fee (minus booking fee) will be refunded.
6. When mare owner signs and returns this contract it becomes a binding contract on both parties, subject to the above terms and conditions. This contract is not transferable or assignable. Mare owner irrevocably agrees that his/her sole recourse against Bosen Land & Livestock with respect to the performance or non-performance of this contract is a return of the Stallion Service Fee less the Booking Fee.
7. Mare owner agrees to pay all court costs, including reasonable attorney fees, if any legal action is required to enforce any provision hereof.
8. The terms of this contract shall be governed by the laws of the State of Idaho.

Approved:

SIGNATURE

NAME (PLEASE PRINT)

STREET

CITY

STATE

ZIP

TELEPHONE NO.

BOSEN LAND & LIVESTOCK
Horse Division
1158 North State Street
Preston, ID 83263-5377
(208) 852-3130