

PA MARCO
CONNIE COLE O'BRIEN, OWNER
BREEDING CONTRACT

1. PARTIES. THIS AGREEMENT is made this _____ day of _____, by and between Connie Cole O'Brien and: _____ (hereafter "Customer") _____ Address, _____ County, _____ City, _____ State, _____ Zip, _____ Ranch Phone, _____ Cell, _____ Ranch Address, if different, _____ County, _____ City, _____ State _____ Zip

2. MARE. This contract pertains to the mare (hereafter "the mare").
Name of Mare: _____
Sire: _____ Dam: _____
Registration #: _____ Date _____
Foaled: _____ Color: _____
Insurance
Carrier: _____ Amount: _____ Exp: _____

3. OWNERSHIP: Customer, (mark one)
 Has full title Leases mare Manages mare Purchased mare of installment contract with final payment due _____, and full title and registration are currently held by _____ Name, _____ address, _____ City, _____ State, _____ Zip, _____ Telephone.

4. BREEDING. Customer contracts to breed this mare to PA MARCO (The Stallion) during the 2017 breeding season, which terminates on _____. The Stud Fee shall be _____ (\$_____).

5. The Shipped Semen Agreement is executed between Michigan State University and the Customer. Shipped Semen cost is \$350 per collection plus shipping. If the Stallion dies, is sold and unable to fulfill his breeding obligation, or becomes unfit for breeding in the opinion of the Stallion Manager, or if the Mare should die or become unfit to breed, this Agreement shall terminate and the Stud Fee (less the non-refundable Cooled Semen Fee) will be refunded, and the Stallion Manager and the Mare Owner will be released from any further

obligation under this Agreement.

5. LIVE FOAL GUARANTEE. If the Mare fails to produce a live foal from the breeding privilege granted by this Agreement, the Mare Owner may rebreed the Mare (or substitute a mare) during the subsequent breeding season. The Mare Owner may not assign this breeding or substitute any other mare for the Mare under this Agreement without prior written consent of the Stallion Manager. Live foal means that the foal resulting from the breeding stands and nurses without assistance, and lives for 24 hours. This return breeding privilege is conditioned upon the Mare owner giving the Stallion Manager written notice within 7 days after foaling or aborting that the Mare did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born. The Cooled Semen Fee will be due and payable on any rebreed.
6. BREEDER'S CERTIFICATE. The Registration Papers for the resulting foal will be signed and a Breeder's Certificate will be issued for the foal conceived when the Stud Fee, Shipped Semen Fees, and all other expenses have been paid in full. The Mare Owner will receive a Breeder's Certificate when Connie Cole O'Brien has been notified that a live foal has been produced.
7. ENTIRE AGREEMENT GOVERNING LAW/VENUE. This Agreement contains the entire Agreement between the Parties and may be amended only in writing signed by both Parties. Nevada Law governs this Agreement, all of the terms and provisions of which are exercised in Humboldt County, Nevada. The parties agree that any legal action brought under this Agreement or pertaining to the subject matter hereof can only be brought in Humboldt County, Nevada.

CLIENT HAS READ AND ACCEPTS ALL THE TERMS OF THIS AGREEMENT, THIS
_____ DAY OF _____.

_____ CUSTOMER _____ DATE

_____ CONNIE COLE O'BRIEN _____ DATE

**MICHIGAN STATE UNIVERSITY
HORSE TEACHING AND RESEARCH CENTER
SHIPPED SEMEN AGREEMENT**

Stallion Name: _____

Registration # _____

Mare Name: _____

Registration #: _____

BILL TO:

Customer Name: _____

FedEx Number: _____

Billing Address: _____

_____ Zip Code _____

Phone Number: _(_____) _____

Email Address: _____

SHIP TO:

Clinic/Veterinarian Name: _____

Contact Person: _____

Phone Number (_____) _____

Shipping Address: _____

_____ Zip Code _____

- 1. COLLECTION FEES:** Shipped semen fee of \$350.00, PLUS FedEx Charges (and additional charges as warranted) will be charged to customer for each shipment prior to semen being shipped. **SHIPMENT WILL NOT BE SENT UNLESS A SEPERATE BREEDING CONTRACT IS PAID IN FULL.**

2. **SCHEDULE:** All requests for semen **MUST** be made by 10:00 a.m. Eastern Time, or earlier, on collection days, which are Monday, Wednesday, and Friday. Collection of the stallion on any other day will be at the sole discretion of MSU HTRC and may require additional fees.
3. **CARRIER:** Standard shipments will be sent via FedEx Priority Overnight Delivery. The customer will be responsible for all charges. If customer requests counter-to-counter shipment, a \$100.00 courier fee will be charged in addition to airline shipment fees.
4. **PAYMENT:** Full payment must be made prior to shipment through MSU Cashnet. Web-link will be provided to customer upon executed agreement.
5. **EQUITAINER RETURN:** Equitainer **MUST** be returned immediately post-breeding to the following address:

MSU Horse Teaching & Research Center
3327 Collins Road
Lansing, MI 48910

(517) 355-7484

If customer fails to return Equitainer within 10 days, customer agrees to an additional charge of \$300.00 for its replacement.

Mare Owner Signature

MSU HTRC Signature

