

# North Texas Friesians and Sporthorses

## Stallion Service Contract

This contract, made between Ann Hamilton of North Texas Friesians and \_\_\_\_\_, the mare owner herein referred to as **Purchaser**, engages one service to **Waldini von Valour** for the 2023 breeding season.

1. Purchaser would like to use (circle one): **Fresh Chilled Shipped Semen** or **On-Site A.I.**
2. The mare to be bred is:

Name \_\_\_\_\_ Age \_\_\_\_\_ Color \_\_\_\_\_

Breed \_\_\_\_\_ Registration # (if applicable) \_\_\_\_\_

The Purchaser may not substitute another mare for breeding without prior written consent from North Texas Friesians. Embryo transfer is also prohibited without written permission.

3. FEES: The purchaser agrees to pay North Texas Friesians the following fees:

A) Non-refundable booking fee of **\$300** is due at the signing of this contract. This reserves one breeding for the above listed mare.

B) The remainder of the stud fee, **\$600**, must be paid in full before semen is shipped.

C) This total stud fee of **\$900** includes the first collection of the stallion, processing of semen, use of shipping container (box must be returned to NTF), and Fed Ex next day shipping within the US. If on-site A.I. is used, the actual cost of shipping can be applied to the insemination and mare care fees charged by MC Equine, of Whitesboro, TX The cost of any further veterinary care required by the mare, or mare and foal, is the mare owner's responsibility.

D) Additional fees: If purchaser needs semen shipped counter-to-counter airline services there will be a \$100 courier charge plus any amount over what Fed Ex next day service would charge for delivery to the same area.

E) **Any further collection (the first is included) necessary to fulfill this contract will require a \$300 per shipment fee to cover collection, processing, and shipping costs. This fee must be paid before semen will be shipped.**

F) Refund of fees: This contract will be null and void, and the purchaser shall be entitled to refund of fees paid to North Texas Friesians if Waldini von Valour should die or become unfit for service prior to servicing mare. Purchaser is not entitled to refund of fees if Waldini von Valour should die or become unfit for service after semen has been shipped or mare has been inseminated.

G) Non-Assignment: This contract cannot be assigned or transferred by Purchaser. There shall be no right of

return if mare is sold or otherwise changes ownership.

#### **4. Breeding Procedures:**

A) Fresh cooled semen is shipped Monday thru Friday via Fed Ex next day shipments. If counter to counter airline delivery is needed prior arrangements need to be made .

B) All semen orders must be received by 1:00pm Central time the day before the requested collection date. Cancellations must be made by 8:30am Central time the day of collection or a second collection fee (\$300) will apply. Late orders will be filled if possible.

C) Requests for semen need to be made directly to North Texas Friesians **(903) 821-8621**.

D) All orders for semen shipments shall be filled as received, subject to availability of the stallion. If there is insufficient semen to fill all orders of a given day the stallion manager will determine which orders are to be filled. This decision will be based on the information provided by mare owner's veterinarian, or by palpation for on-site mares.

E) Artificial insemination done with shipped semen must be managed by a licensed veterinarian. Sufficient doses of semen will be provided.

#### **5. Conditions:**

Stallion service will be provided only to healthy mares in sound breeding condition, as determined by a veterinarian acceptable to North Texas Friesians. In the event the mare is barren, North Texas Friesians requires the submission of a recent negative intrauterine culture certificate (within 60 days). The veterinarian must certify that the mare's immunizations for equine rhinopneumonitis (equine herpes I) have been kept current.

#### **6. Warranties:**

A) This contract contains a live foal guarantee. A live foal is described as a new born foal which stands and nurses without assistance. If the foal is born dead, return privileges shall apply only if North Texas Friesians is notified within seven (7) days thereof, and receives a veterinarian's statement confirming death. The return privileges shall apply only to the next normal breeding season.

B) North Texas Friesians is not responsible for lost, delayed, or damaged semen and make no representations or warranties of any kind with respect to any semen furnished except that it is Waldini von Valour's.

C) Upon the birth of a live foal, the purchaser will be provided with a signed registration application to the appropriate registry as determined by North Texas Friesians and the purchaser.

7. Governing Law: This contract shall be governed by the laws of the State of Texas and shall be binding upon the parties hereto and their personal representatives.

#### **8. Mare owner must have proof of a clean uterine culture on mare to be bred before semen is shipped.**

If you wish to bring your mare to Whitesboro, Texas for breeding there are several equine reproduction specialty vets in this area. North Texas Friesians does not have room for outside mares.

Name and Address of purchaser's veterinarian:

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Physical address and phone number where semen is to be shipped:

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I agree to the terms of this contract

\_\_\_\_\_ (Mare Owner) Purchaser's printed name

\_\_\_\_\_ Signature

*Ann Hamilton*, stallion owner, North Texas Friesians

**North Texas Friesians, 807 Quail Hill Road, Whitesboro, Texas 76273 (903) 821-8621**