

Shamrock Farms LLC
Joe Reser
6130 Bennett Lawson Rd
Mansfield, TX 76063
(574) 360-5649
shamrockfarmsllc@gmail.com

1) **Parties:** This agreement is made this _____ day of _____, 20____, by and between Shamrock Farms, LLC. and

Mare Owner Name

Address

Country/ City / State / Zip

Residence Phone / Business Phone / Cell Phone

Email Address

2) **Horse:** This contract relates to the mare described below

Registration # _____ Name of Mare: _____

Sire: _____ Dam: _____

Date of Birth: _____ Color: _____ Breed: _____

3) **Ownership:** Client (Mark One)

() has full title & registration () leases () has purchased the Horse on installment contract and full title and registration are currently held by:

Name

Address / City / State / Zip

4) **Breeding:** Client contracts to breed this mare to Truse, AHA Registration #656719 during the 20____ breeding season which terminates July 1, 20____. The Stallion will stand at Shamrock Farms, LLC. The stud fee is \$0.00 (Spotlight Stallion).

5) **Live Foal Guarantee:** Shamrock Farms, LLC guarantees a return breeding the following season should a Live Foal (defined as a foal who stands and nurses without assistance) not result from the breeding. Death of a foal before qualification as a Live Foal must be certified in writing by a veterinarian and received by Shamrock Farms, LLC. within ten (10) days of the foaling date in order to qualify for the re-breeding rights. A Rhinopneumontis vaccination series must be given at 5, 7 and 9 months of pregnancy for the Live Foal guarantee to apply. Written documentation may be required in the event of an aborted or dead foal. The re-breeding in this circumstance shall be made available at no additional stud fee, but all other customary fees will apply.

6) **Stallion Guarantee and Transfers:** This breeding is not transferable to another person. Should the mare described herein die before or after breeding or becomes unfit for breeding the owner may substitute another mare, subject to approval by Shamrock Farms, LLC. Should said Stallion be unavailable for medical reasons including infertility, as substantiated by a veterinarian or by death, the Client shall be refunded, the Stud fee except the \$500.00 Booking Fee and fees paid. The Client does have the option of breeding to another Stallion owned by Shamrock Farms, LLC if one is available.

7) **Limitation of Liability and Indemnification:** Regardless of any negligence on its or their part, Shamrock Farms, LLC and their subsidiaries, affiliates, breeding manager, agents, servants, and employees shall not be held liable for any sickness, disease, estray, theft, death or injury suffered, nor for any other loss, damages or injury arising out of or connected with breeding, or other services pursuant to the Contract, except as required by law. Client fully understands, authorizes and assumes the special risks inherent in breeding, and acknowledges that mortality and other insurance is solely Client's responsibility. ALL implied warranties, including fitness, merchantability or otherwise, and all special, incidental and consequential damages are hereby excluded, to the full extent permitted by law. In no event shall Client's remedy exceed the amount of the fee by law. In no event shall Client's remedy exceed the amount of the fee complained of. Shamrock Farms, LLC shall also not be held liable for any personal injury or disability, which the Client or his agents, representatives or family may receive while on Shamrock Farms, LLC premises where horse is standing. Client agrees to indemnify and hold Shamrock Farms, LLC where the Stallion is standing harmless for, from and against any claim, damages, illnesses or injury caused or suffered by the Horse, and from any claim by a buyer of the Horse, and Client agrees to pay all expenses and attorney's fees incurred by Shamrock Farms, LLC where the Stallion is standing in defending any such claim.

8) **Nonassignability:** Client may not assign any rights or delegate any duties under the contract without written consent of Shamrock Farms, LLC.

9) **Re-Breeding:** Mares not checked in foal in a given year may be re-bred in the next consecutive year. If no attempt is made to re-breed the mare in the following consecutive year, Shamrock Farms, LLC may, at their sole discretion, terminate the Breeding Contract or require substitution of the mare.

10) **Entire Agreement. Construction. Jurisdiction and Attorney's Fees:** This Contract contains the entire understanding of the parties concerning its subject matter and may be modified only in writing. Headings are for convenience only and not part of this Contract. The invalidity or unenforceability of any terms or provisions shall not affect the validity or the unenforceability of the remainder. This Contract shall be construed and governed by the laws of Texas. Jurisdiction and venue for all disputes connected with this Contract shall be proper only in St. Tarrant County, Texas. If a lawsuit is filed with respect to this Contract the prevailing party shall be entitled to collect all reasonable attorney's fees and costs.

Client has read, understands and agrees to all items and conditions of this agreement.

Client: _____ Date: _____



Youngblood Equine Veterinary Services, PLLC.

5321 E FM 916

Grandview, TX 76050

info@youngbloodequine.com

** Please return the signed contract via email to info@youngbloodequine.com**

Cooled Semen Collection and Shipping Contract

(817) 734-6363

This agreement confirms the reservation to the Stallion _____ (hereinafter referred to as the "Stallion") for the 2023 breeding season by the owner or lessee of the mare whose signature appears below (hereinafter referred to as the "Owner"). Owner hereby agrees to breed the mare _____ with registration # _____, registered in the following registry _____, (referred to as the "Mare"). Breeding will be done by using **fresh chilled semen** supplied by Youngblood Equine Veterinary Services, PLLC. (hereinafter referred to as "YEVS").

This is not a Stallion Breeding Contract. Stallion Breeding Contract shall be completed, and all applicable fees be paid prior to execution of this contract. Contact the Stallion Owner directly for such contract.

Terms and Conditions

This is a non-transferable/non-assignable contract. In consideration of the mutual promises and covenants contained herein, and for valuable consideration, the parties hereto agree as follows:

1. Owner will provide a copy of Mare's registration certificate with pedigree (if applicable) and a completed copy of the Mare information.
2. The Owner shall agree that the mare offered for breeding shall be in sound breeding condition and free from infection or disease. A negative uterine culture is recommended but not required for initial shipment. If the mare does not settle with the first shipment, a negative uterine culture will be required prior to a second collection.
3. Mare owner understands that the mare should be examined by a licensed veterinarian at 16-20 days, 30 days, and 60 days after the last day bred. Mare owner must notify YEVS of pregnancy status at that time.
Mare owner must **RETURN** the "Veterinary Verification Form" to YEVS in order to receive a breeding certificate at the end of the season.
4. Live Foal Guarantee: Please refer to your Stallion Breeding Contract.
5. It is the burden of the Mare Owner to ensure the mare is ready to breed during published available dates (Monday, Wednesday, Friday are collection days). In general, the breeding season begins in February and concludes June 30th. Extensions to the season dates are not guaranteed but will be considered on a case by case basis.

6. YEVS shall ship fresh cooled semen from the stallion in viable condition when it leaves YEVS to the owner at the shipping destination supplied by the Owner. YEVS holds no responsibility for shipping errors, misrouting, or mistreatment of shipper by shipping company, which might result in damages to fresh cooled semen.
7. YEVS assumes responsibility only to deliver fresh cooled semen from the herein named stallion in viable condition at the time of dispatch. Semen must be handled and administered by a licensed veterinarian who is experienced in the practice of artificial insemination on the same day that the delivery is made to the Mare Owner. All inseminations must be recorded on the Veterinary Verification Form and signed in each instance by the veterinarian.
8. Should YEVS fail to deliver live cooled viable semen from the stallion herein named on the correct date, or if a licensed veterinarian determines upon examining the semen, using proper procedures, that the semen is not viable for breeding purposes, the Mare Owner will be entitled to one (1) additional shipment free of charge. Mare Owner's veterinarian will contact YEVS immediately upon receipt of the shipment to report this situation and provide necessary details as requested. Reports from anyone not a licensed and qualified veterinarian may not be accepted.
9. Stallion collection/shipping days are Monday, Wednesday, and Friday. Orders for shipments are filled on a first come, first serve basis. Orders must be placed by 6pm CST the day prior to the necessary collection day. Orders can be confirmed and/or cancelled by 9:00am CST the day of collection. Failure to cancel by designated time will result in all applicable charges being applied to owner's credit card. Shipment orders cannot be guaranteed if they are placed via email, **you must call in orders (817-734-6363)**. Orders cannot be cancelled via email; **you must call in cancellations (817-734-6363)**. Every attempt will be taken to deliver cooled semen to Mare Owner in good condition, however once the shipment leaves YEVS, we assume no responsibility for delayed arrival or condition of semen upon arrival to Mare Owner.

Fees and Expenses

1. A Collection / Lab fee of \$ 295.00 is due prior to first shipment of semen, with an additional fee of \$ 275.00 due and payable for each subsequent shipment, prior to collection, as they occur. These fees cover cooled semen processing and handling fees exclusively.
2. Semen will be shipped using Botu Flex Shipping containers.
3. All semen transportation costs will be the responsibility of the Mare Owner. Shipping charges are due prior to each shipment of \$135.00 for FEDEX overnight delivery.
4. Counter to Counter shipments are available at a rate of approximately \$250.00 (fee is subject to change according to airfare) via American Airlines. If it is necessary to ship semen counter to counter via commercial airlines, the Mare Owner will be charged an airport courier fee of \$150.00 due prior to shipment.

Mare Owner is required to provide a credit card which will be valid throughout the duration of the breeding season. Third party credit use is allowed only with written permission of the third party along with a copy of their valid driver's license.

Signature Of responsible party: _____ Date: _____

CREDIT CARD AUTHORIZATION FORM

I _____, give permission to Youngblood Equine Veterinary Services, PLLC to use my credit card for payment of authorized charges stated herein.

Credit Card Information: Visa MC Discover American Express

Card Number: _____

CVV# _____ (3 digit code on back of card) **Expiration** _____ / _____

Cardholder Information (as it appears on card)

Name: _____

Address: _____

Phone# _____

Email: _____

Signature of Cardholder: _____

Date: _____

**** Please return the signed contract via email to info@youngbloodequine.com ****

MARE INFORMATION SHEET

Registered Name: _____

Breed: _____ Registration # _____

DOB: _____ Color: _____

Sire: _____ Dam: _____

Owner Information

Name: _____ Farm Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number(s) Cell: _____ Other: _____

Email: _____

Breeding History

Mare's Current reproductive Status: Maiden _____ Barren _____ Wet _____

Number of Pregnancies: _____ Live Births: _____ Early fetal loss(es): _____

Has the mare ever been breed with shipped semen before? YES / No, Fresh / Frozen?

Date of last uterine culture and cytology: _____

Results: _____

Veterinarian (handling breeding): _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Shipping Information:

Name of location: _____

Contact: _____

Phone: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Signature of Responsible Party: _____ Date: _____

Veterinary Verification Form

I, _____ duly Licensed by the state of _____ do hereby attest that the following occurred: That at the following times and the following days, I artificially inseminated “_____” with the semen of the stallion “_____” and said inseminations were carried out in accordance with standard breeding practices.

Further, I hereby certify that after careful inspection, the mare inseminated is the mare described in the mare description listed within this contract. Said inspection consisted of my comparing the written description of the mare I inseminated and found that the mare corresponds in every detail to said description.

Further, I certify that no other mare was inseminated with the stallion semen designated for this mare and that any excess thereto was promptly destroyed.

Further, I certify that I will indemnify and hold harmless Youngblood Equine Veterinary Services, PLLC. From any claims arising from the negligent improper or ineffective insemination by me.

Witness my hand and seal executed this ____day of _____2020 under pains and penalties of perjury.

1. This form must be signed by the veterinarian on every occasion that the mare is inseminated.
2. This record must be signed when the mare is examined by a licensed veterinarian 60-65 days after the last day bred.
3. This record must be **RETURNED** to YEVS when the mare is examined at 60-65 days after the last bred date.

Insemination Date	Signature

In Foal	Not In Foal	Date	Veterinarian

Mare Name _____ Mare's Date Of Birth _____

Mare's Color _____ Registration Number: _____

Mare Owner Name and Address _____

