Shamrock Farms LLC

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

1) Parties: This agreement is between Shamrock Farms		day of	, 20	, by and
between Sharmock Farms	, LLC.and			
Mare Owner Name				
Address				
Country/ City / State / Zip				
Residence Phone / Business	Phone / Cell Ph	none		
Email Address				
2) Horse: This contract relate	es to the mare o	described below		
Registration#		Name of Mare:		
Sire:		Dam:		
Date of Birth:		Color:	Breed	
3) Ownership: Client (Mark	One)			
() has full title & registration registration are currently held		has purchased the Ho	orse on installment co	ontract and full title and
 Name				
Address / City / State / Zip				

- **4)** <u>Breeding:</u> Client contracts to breed this mare to PA Frontier Kid, AHA Registration #673814 during the 2024 breeding season which terminates June 30, 2024. The Stallion will stand at Shamrock Farms, LLC. The stud fee is \$0.00 (Region 12 Spotlight),
- **5)** <u>Designated Breeding Season:</u> Breeding season Begins February 1 and concludes June 30th. Extensions to the season dates are not guaranteed but will be considered on a case by case basis. The Stallion Owner reserves the right to exhibit Stallion at certain horse shows during breeding season. Fresh Semen will not be available at these times. The Stallion's show schedule is available by calling Shamrock Farms at 574-527-7090.

- **6)** <u>Collection Schedule:</u> Stallion collection/ shipping days are Monday, Wednesday, and Friday. Orders for shipments are filled on a first come, first served basis. Orders must be placed by 6:00pm CST the day prior to the necessary collection day. Orders can be confirmed and/ or cancelled by 9:00 am CST the day of collection.
- 7) <u>Seasonal Limitations:</u> A mare owner may not receive more than three (3) semen shipments during a regular breeding season per mare. With proper notice, another mare may be substituted.
- 8) <u>Live Foal Guarantee:</u> 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 Rhinopneumonitis 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.
- 9) <u>Stallion Guarantee and Transfers:</u> 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.
- 10) 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.
- **11) Nonassignability:** Client may not assign any rights or delegate any duties under the contract without written consent of Shamrock Farms, LLC.
- **12)** <u>Re-Breeding:</u> 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.
- 13) 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.

costs.		
Client has read, understands, and agrees to al	l items and conditions of this agreement.	
Client:	Date:	



Youngblood Equine Veterinary Services, PLLC. 5321 E FM 916 Grandview, TX 76050 yevsrepro@icloud.com

** Please return the signed contract via email to yevsrepro@icloud.com**

Cooled Semen Collection and Shipping Contract

254.205.7438

This agreement confirms the reservation to the Sta	llion <u>"</u> "
(hereinafter referred to as the "Stallion") for the 202	24 breeding season by the owner or lessee of the
mare whose signature appears below (hereinafter r	eferred 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 January 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 (254-205-7438). Orders cannot be cancelled via email; you must call in cancellations (254-205-7438). 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 (Subject to change according to FedEx Rates). Saturday first or priority AM deliveries are subject to higher fees.
- 4. Counter to Counter shipments are available at a rate of <u>approximately \$250.00</u> (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 Services, PLLC to t					l Equine Veterinary ed herein.
Credit Card Infor	mation:	Visa	MC	Discover	American Express
Card Number:					
CVV#	_ (3 digit code	e on back of card) Exp	iration	
Cardholder Inform	nation (as it ap	pears on card)			
Name:					
Address:					
Phone#					
Email:					
Signature of Card	holder:				
	Date:				

^{**} Please return the signed contract via email to **yevsrepro@icloud.com****

MARE INFORMATION SHEET

Registered Name: ————			
Breed:	Registrati	on #	
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 Stat	us: Maiden	Barren	Wet
Number of Pregnancies:	Live Births:	Early fetal los	s(es):
Has the mare ever been breed wit	h shipped semen before	? YES / No, Fresh	/ Frozen?
Date of last uterine culture and cy	ytology:		
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 ofdo hereby attest that the following
occurred: "	That at the follo	owing time	es and the following days, I artificially inseminated " with the semen of the stallion "
and said ii	nseminations w	ere carried	d out in accordance with standard breeding practices.
descriptio	n listed within t	his contra	areful inspection, the mare inseminated is the mare described in the mare act. Said inspection consisted of my comparing the written description of hat the mare corresponds in every detail to said description.
	certify that no c xcess thereto wa		e was inseminated with the stallion semen designated for this mare and ly destroyed.
any claim: Witness n	s arising from th ny hand and seal	e neglige executed	ify and hold harmless Youngblood Equine Veterinary Services, PLLC. From nt improper or ineffective insemination by me. thisday of 2024 under pains and penalties of perjury.
2. Th	is record must b t day bred. is record must b	e signed v	withe veterinarian on every occasion that the mare is inseminated. When the mare is examined by a licensed veterinarian 60-65 days after the WED to YEVS when the mare is examined at 60-65 days after the last bred
Insemin	ation Date		Signature
In Foal	Not In Foal	Date	Veterinarian
III I Oai	Not III Poar	Date	v etermarian
Mare Nar	ne		Mare's Date Of Birth
Mare's Co	olor		Registration Number:
Mare Ow	ner Name and	Address	