

## Diesel Smoke CBA U.S. Semen Purchase Agreement

This Agreement is made on the \_\_\_\_ Day of \_\_\_\_\_ by and between  
The Timberidge Family LLP / James White hereinafter designated "Stallion Owner  
and \_\_\_\_\_ hereinafter designated "Mare Owner".

Address and Telephone Number of Mare Owner

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### Whereas:

1. Stallion owner above is the recorded owner of the Stallion Diesel Smoke CBA.
2. Mare owner is the owner or the lessee of the following mare.

\_\_\_\_\_ (Name) \_\_\_\_\_ (Registration#)

3. Mare Owner desires to purchase breeding to' the above named stallion using shipped cooled semen or artificial insemination for the purpose of producing a live foal.

**Now Therefore**, the parties agree to the following terms in Conditions:

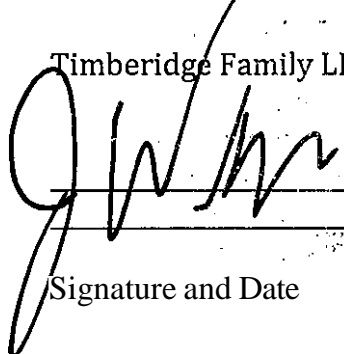
1. This breeding is a donation to the Region 12 Spotlight Futurity.
2. The availability of fresh cooled semen from the stallion shall be determined by Harris Show Horses Inc. and is dependent on the Stallions show schedule. The Stallion owner requires 24-hour notice for collections, which will be made on Monday's, Wednesday's & Fridays. The stallion owner recommends that mare owner confirm the Stallions availability prior to the commencement of the relevant breeding season.
3. Collection, & shipping fees are to paid by the mare owner and are in addition to the semen purchase price. Collection fee of \$450.00 plus \$250.00 shipping should be payable to Franklin Farms LLC via payment source requested unless otherwise noted.
4. The terms of this contract is one breeding season. If mare does not settle in the first breeding season, the contract will be extended up to two subsequent seasons. There will be a \$500.00 rebreeding charge for each of the 2<sup>nd</sup> or 3<sup>rd</sup> seasons if required. The re-handling fee must be paid in full before semen is shipped. If the mare fails to settle after three seasons for any reason, Mare owner will hold Stallion owner blameless.
5. This contract contains a live foal guarantee. A live foal is described as a newborn that stands, nurses & survives for a period of 30 days. If the foal dies within 30 days or is born dead, and a veterinarian's statement is received confirming death, the mare may be re-bred the following season with no additional semen purchase fee, subject to provisions/charges of this agreement.

6. The semen purchase fee under this contract is fully earned after three breeding seasons. The semen purchase fee is nonrefundable. If the mare dies or becomes unfit to breed, the stallion owner will accept a replacement mare for the balance of the term in this agreement.
  
7. This breeding is personal to the stallion. If the stallion dies or becomes unfit to breed, the Timberidge Family LLP will provide frozen semen arranged through Timberidge Family LLP via Select Breeders Inc.
  
8. This agreement is for the production of one live foal. If the mare produces more than one live foal by artificial or natural means, the mare owner agrees to pay for the purchase of an additional breeding for each foal produced upon those mares being checked in foal.
  
9. This agreement is personal to the mare owner & is not transferable without prior written consent of the stallion owner. In the event the stallion owner consents to the transfer, the mare owner shall pay a transfer fee in the amount of \$500 to the stallion owner.
  
10. All disputes arising out of this agreement shall be governed by binding arbitration, to be conducted in the State of Texas. All parties to the dispute shall mutually agree upon the arbitrator, and all costs associated with the arbitration shall be equally divided among the parties to the dispute.
  
11. This contract represents the entire agreement between the parties. No other agreements of promises, verbal or implied, are included unless specifically stated in this written contract.
  
12. This contract must be returned signed within 30 days of the date issued or will be void.

When Mare Owner and Stallion Owner have signed this contract, it will be binding on both parties, subject to the terms and conditions as stated above.

**Stallion Owner**

Timberidge Family LLP



11/20/2022

Signature and Date

**Mare Owner**

\_\_\_\_\_  
 \_\_\_\_\_

Signature and Date