

Jason & KayCee Ohm  
34780 Green Valley Road  
Ree Heights SD 57371  
605-943-5547

### **Stallion Service Agreement for Shipped Semen**

This stallion service contract for cooled shipped semen for the breeding season of the year \_\_\_\_\_, is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ is by and between Jason and KayCee Ohm, hereinafter designated Stallion Owner, and \_\_\_\_\_, hereinafter designated Mare Owner. Mare Owner agrees to breed the mare, \_\_\_\_\_, Registration # \_\_\_\_\_ and only this mare. The stallion fee for cooled shipped semen for the stallion **Perkster**, AQHA # 4264170 is \$ \_\_\_\_\_, which includes a non-refundable booking fee of \$ \_\_\_\_\_, payable with this contract. Remaining fee of \$ \_\_\_\_\_ must be paid with all other expenses prior to shipment.

There will be a limit of (3) shipments per breeding season per mare. A collection and shipment fee of **\$ 300** per shipment will be charged and payable prior to shipment. There will be a **\$250** deposit on the Equitainer, payable prior to shipment and will be fully refunded when Equitainer is returned without damage and all parts intact. Return shipment of Equitainer is mare owner's expense and there will be a **\$250 fine** for Equitainers not returned within **three** days of receiving shipment.

A request for cooled shipped semen must be made at least 24 hours prior to shipping time. Failure to request semen by 8:00 a.m. shipping day may result in refusal to ship semen. Sunday delivery not available and Saturday delivery is subject to location. Shipment will be next day service, or, same day if available and requested. Therefore, we make no guarantees that cooled semen will be available for transportation on any given day. Jason and KayCee Ohm assume no liability due to weather.

This contract contains a "Live Foal Guarantee." A live foal is described as a newborn foal that stands and nurses without assistance. If a foal is born dead, there are return privileges for the \_\_\_\_\_ season if notification is made within seven days of death along with a veterinarian's statement confirming death. If after being pronounced "safe in foal," the mare should miscarry, abort or prove barren, Mare Owner has the privilege to re-breed her during the current season \_\_\_\_\_ through \_\_\_\_\_, or the following year \_\_\_\_\_ or an approved substitution can be bred the following season \_\_\_\_\_. Substitutions are subject to all rules and conditions of this contract and must have appropriate paperwork in place. The live foal guarantee shall be rescinded and not applicable if mare is returned to race or performance training or competition after being pronounced in foal.

Stallion fee is non-refundable unless approved by Jason and KayCee Ohm. It is agreed that should the stallion die or be unfit for service prior to settling the mare, that 100% of the stallion service fee will be refunded, if it has been paid in full, thereby canceling this entire contract; or, if mare dies or becomes unfit to breed before being pronounced safe in foal, Jason and KayCee Ohm have the option to either accept another mare as a replacement or refund 100% of the stallion service purchase price, if it has already been paid in full, thereby canceling this entire contract.

A "Breeder's Certificate" will be issued for the foal, conceived by this mating only when the stallion service purchase price and all other expenses have been paid in full; and, the mare has produced a live foal by this mating. This contract is non-assignable and non-transferable. In the event the mare is sold or otherwise disposed of prior to birth of foal, the "Live Foal Guarantee" will be void.

Stallion owner makes no warranties, express or implied, with respect to the health condition and fertility of the stallion and specifically does not warrant the merchantability or fitness for any purpose of the breeding season purchased under this agreement. Further, stallion owner makes no express warranties other than those stated.

Both parties agree that neither Jason and KayCee Ohm, or any of their employees, will be liable for death, sickness and/or accident including consequential damages caused to the mare and/or foal unless such death, sickness, and/or accident was by the willful misconduct of the Stallion Owner, and the Mare Owner is not liable for death, sickness, and/or accident caused to the stallion. Neither Jason and KayCee Ohm, or any of their employees, will be liable for damages as a result of damage to the semen or as a result of a mare failing to settle.

The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the state of South Dakota and shall be interpreted and enforced under the laws of South Dakota. This contract shall be binding upon the parties hereto, upon execution hereof and same may not be altered or amended, except by written mutual consent of the parties hereto.

A copy of both sides of mare's registration papers must accompany contract. Owner recorded on registration certificate will be recorded on the stallion breeding report. In the situation of a lease, a copy of a lease that has been listed with the appropriate registry must accompany papers.

\_\_\_\_\_  
Jason and KayCee Ohm

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mare Owner or Lessee's signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Phone Number

*White Copy: Jason and KayCee Ohm*

*Yellow Copy: Client*