

MEMC MORGANS
2010 STALLION SERVICE CONTRACT FOR FROZEN SEMEN

Stallion Name: **MEMC TEQUILA CUERVO**

Registration No. **137167**

Mare Name: _____ Registration No. _____

Mare's Date of Birth: _____ Breed: _____

Mare scheduled to be bred during _____ of the 2010 season.

This Agreement is between MEMC Morgans (Jennifer Weske-Monroe) and:

Name, hereinafter known as "MARE OWNER"

Address _____ City/State _____ Zip _____
(____) _____ (____) _____ (____) _____
Residence Phone _____ Work Phone _____ Fax _____

Name of MARE OWNER'S Veterinarian _____ Address _____

City/State _____ Zip _____ Phone _____

This breeding is not transferable to another party and must be used for the mare and original breeding season specified in this contract unless a modification becomes necessary and is agreed upon by both parties. Should the breeding be held over for the following season, for any reason whatsoever, all customary fees shall still apply.

The 2010 Stud Service Fee is \$1200.00 . Stud service fee is due prior to the first shipment of semen. This stud fee consists of frozen semen from the Morgan stallion MEMC Tequila Cuervo, and is frozen and shipped by the stallion service facility Select Breeders Southwest Inc. in Aubrey, TX. For the stud fee of \$1200.00, stallion owner agrees to allow for shipment of up to 4 (four) doses of frozen semen from MEMC Tequila Cuervo. Frozen doses are shipped 2 (two) doses at a time. Should mare fail to conceive after two cycles and the allotted 4 (four) doses, stallion owner will then continue to provide frozen semen to breed mare at a cost of \$100. per dose until said mare is in foal or through December 31, 2010. Stallion owner will provide 1 (one) AMHA frozen semen certificate for the registration of 1 (one) foal for this stud service fee of \$1200. 00.

All expenses relating to semen packing, shipping container deposit, rental and actual shipping costs will be billed directly to the client by Select Breeders Southwest Inc. Please fill out the enclosed "Frozen Semen Shipment Request Form" and return it with this contract or fax directly to Select Breeders Southwest at (940)365-2570 after the breeding season of 2010 begins and in advance of contracted breeding. All fees must be paid and proper paperwork filed before semen is shipped.

All requests for semen shipment must be made in accordance to the guidelines for shipping of frozen semen from the facility of Select Breeders. These guidelines are given in the enclosed form "Dear Mare Owner". Please review prior to ordering.

SPECIAL CONDITIONS OF THIS AGREEMENT ARE AS FOLLOWS:

Prior to the time of the first semen shipment, MEMC Morgans must be furnished with a copy of a negative uterine culture certifying that the mare is free of infection and in sound breeding health and be taken within 45 days before first shipment is needed. All semen must be administered by a licensed veterinarian; otherwise, all conditions of this contract will become null and void. This contract is for the birth and registration of one foal only.

This contract is for a "Live Foal Guarantee" (meaning a foal that can stand and nurse and lives more than 48 hours). If said foal is born dead or dies before the above time period, there are return privileges for the 2011 season only. This guarantee will only apply if MEMC Morgans is sent a satisfactory veterinary certification within 10 days of the death of the foal, setting forth the details thereof and certifying that such abortion or death did not result from any act of omission of mare owner and that all due care had been exercised. After 10 days, this guarantee becomes null and void. If said mare fails to become pregnant or if after being pronounced in foal, she should miscarry/abort, the client has the privilege of returning her for breeding during the current breeding season of *all of 2010* or the following scheduled breeding season of 2011 only. All current shipment fees and requirements will still apply and MEMC Morgans must be furnished with a copy of a 2011 negative uterine culture certifying that the mare is free of infection and in sound breeding health and be taken within 45 days before first shipment is needed.

This contract is also for a "Live Colored Foal Guarantee." MEMC Morgans guarantees a free rebreeding of the same mare within the breeding season of 2011 if a foal is born with the permanent coat color of one of the following colors: chestnut, bay, black with no dilution gene present. Any and all other coat colors are excluded from this color guarantee. All other fees will still apply.

The frozen semen may only be used for the mare designated on this contract and all excess semen must be destroyed. Should the semen be used on a mare other than the mare specified in this contract without MEMC Morgan's permission, this contract becomes null and void and no frozen semen certificate is to be issued.

When MEMC Morgans and mare owner completes and signs this agreement and it is returned to MEMC Morgans, it will then be a binding contract on both parties, subject to all the above terms and conditions.

MEMC Morgans/Jennifer Weske-Monroe

Date

Mare Owner/Agent

Date

MEMC MORGANS

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