



SW Future Foal Stallion Service Agreement (Frozen Semen)

La Paz Jivago, ABCCMM Registration: 015547-5, USMMA Registration 00000050

This contract is made this Month, Day, Year by and between John and Lynn Kelley dba SW Future Foal @ Summerwind, hereinafter referred to as Seller and Mare Owner of _____, hereinafter referred to as Buyer.

Fees, Terms and Conditions

1. Seller agrees to provide Buyer with 16 straws of frozen semen from the Mangalarga Marchador stallion, La Paz Jivago for \$2,000. An insemination dose consists of 8 straws.
2. Any purchased frozen semen straws are the exclusive property of the Buyer. The Buyer can use any and all frozen semen straws on a single recipient mare or on any other mare during this breeding season or next. Buyer has the right to resell frozen semen straws that he does not use.
3. Buyer agrees to pay for the semen, the shipping container, including the liquid nitrogen charge, and all shipping and handling fees required. All fees are payable upon execution of this contract. Payment will be made by wire transfer to John and Lynn Kelley. Buyer agrees and understands that no semen will be shipped until all fees are paid.
4. Before removing semen from the shipping container, check that the tank is in good condition and the semen has not been damaged. The tie wrap seal should not be broken and the shipping container should be frosty when first opened to transfer the frozen semen. Once semen is removed from the tank, it is no longer covered by the shipping carrier ie., FEDEX. If it is damaged, DO NOT REMOVE SEMEN. It is the Buyer's responsibility to file a claim with the shipping carrier within 24 hours.
5. The Buyer is responsible for arranging for liquid nitrogen storage for the frozen semen once received. Additional storage charges may apply and are the sole responsibility of the Buyer.
6. Seller is not responsible for Frozen Semen that is mishandled.
7. The Buyer shall have a licensed veterinarian with considerable experience in mare reproduction, frozen semen handling, and artificial insemination administer all frozen semen provided by Seller. It is highly recommended that only mares that are reproductively normal and proven be used for breeding with frozen semen.
8. Seller makes no guarantee of pregnancy under any circumstances whatsoever.
9. Buyer shall assume all responsibility for the condition of the mare and the reproductive process for the mare and shall bear all risk of loss financial or otherwise including, but not limited to damage to the mare and/or foal, whether by death, disease, injury, infection or otherwise and by any cause whatsoever and therefore agrees to hold Seller harmless for any and all damages.



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10. Seller will provide DNA record for La Paz Jivago to verify parentage for registration submission. Seller will assist Buyer with registration forms or documents at Buyer's request.
11. Seller will provide a live foal* clause, so that should the mare fail to conceive, or die within the pregnancy, or fail to produce a "live foal*", Buyer shall have the option of re-breeding the mare or a different mare using cooled semen from U.S. Marchador stallion Ator Fazenda Zouga. Buyer will pay all shipping and vet costs for collection, but no additional stud fee. * *A live foal is defined as a foal that stands and nurses without assistance for 48 hours after birth*
12. The parties acknowledge that this agreement is made and shall be considered to be entirely performed within the state of Arizona, and shall be construed and enforced under the laws of the state of Arizona and the United States of America. Under Arizona law, an Equine Professional is not liable for an injury to or the death of a participant in Equine Activities resultant from the inherent risks of Equine Activities, pursuant to A.R.S. 12-553.
13. This contract shall be binding upon the parties hereto, upon execution hereof and the same may not be altered or amended, except by written mutual consent of the parties hereto.

Signatures:
Seller

Buyer

Bank Wire Information (Seller) and Credit Card information (Buyer)



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Stallion Semen Seller: Lynn and John Kelley, dba SW Future Foal @ Summerwind
10487 E Rising Sun Dr
Scottsdale, AZ 85262
480-595-2559
602-999-3915 cell
kellyaz@rnsmtc.com or www.summerwindmarchadors.com

Seller's Veterinarian

Dr. Jerry Longworth
Southwest Equine Reproductive Center
Scottsdale, AZ, 85262
480 250 8439 cell
480 273 7759 center

Buyer:

Name: _____
Address: _____
Address: _____
Phone: _____ Email: _____
Website: _____

Buyer Veterinarian/Container Shipping Address:

Name: _____
Address: _____
Address: _____
Phone: _____ Email: _____
Website: _____