

Phase II-Fast Track – Show & Sport Horses

REMINGTON STEELE *++ INTERNATIONAL CRYOGENIC CONSORTIUM

176 River Road, Rumney, New Hampshire, 03266

Try Farm First: 603-786-9771 Mobile: 530-333-ARAB (2722) Cell: 530-333-9777

Email: patti@pattibailey.us Web: www.pattibailey.us

JUST II COOL - TRANSPORTED SEMEN BREEDING CONTRACT

Subject to the terms and conditions hereinafter set forth, I/We:

NAME OF OWNER

NAME OF AUTHORIZED AGENT

ADDRESS

HOME TELEPHONE#

BUSINESS TELEPHONE #

CELL TELEPHONE #

FAX NUMBER

E-MAIL ADDRESS

WEB PAGE ADDRESS

The Mare Owner and/or Authorized Agent for Mare Owner (hereinafter referred to collectively as “**Mare Owner**”), do hereby AGREE to breed the following mare:

NAME OF MARE

REGISTRATION NUMBER

AGE & FOALING DATE

BREED

To the stallion **Just II Cool**, Registration No. 572110, in this breeding season. **Phase II-Fast Track – Show and Sport Horses** (hereafter referred to as “**Phase II-FastTrack**”) hereby AGREES to provide fresh cooled semen for said mare, offering a live-foal warrantee through **Phase II-FastTrack**.

For Fresh Cooled Semen:

Jerel Harris – Breeding Manager

To discuss Breeding Details:

Patti Bailey - Owner

Try Farm First: 603-786-9771. If no answer please leave message and then try cell phones

Patti: 530-333-ARAB (2722) Jerel: 530-333-9777

Email: patti@pattibailey.us Web: www.pattibailey.us

1. The **full stud fee** shall be \$1,500.00 (one thousand five hundred dollars) without a limited fee agreement. **You may “design your own fee” to as low as \$750.00 by agreeing to and initialing any or all of the following:**

- a. **\$250 off for incorporating the word "just" or "cool" in the name of the subsequent foal;**

- b. **\$250 off for entering the foal en utero in the Breeders Sweepstakes by November 30th of the year mare checks in foal;** _____
- c. **\$250 off if the full stud fee is paid within 30 days.** _____

Please sign each of the above lines that you agree to. Then please enter on this line the total fee you designed to pay _____ Initial _____

The deposit is non-refundable and non-transferable without express written permission of Patti Bailey. Mares must be approved at the time of breeding. **Monthly payments or multiple-mare discounts** may be arranged with Patti Bailey.

2. In addition to the stud fee, the **Mare Owner** shall be responsible for:

a. An advance non-refundable fee of \$275.00 (two hundred and seventy-five dollars) is due for the first semen collection, evaluation, processing, packaging, and Federal Express shipment **or you may send \$200.00 (per shipment) and use your own Fed Ex number which is:_____ and what name the account is under_____**. If **Mare Owner** wishes to have the semen flown, the cost of air freight and the responsibility to book flights will be the **Mare Owner's**. Additional collections/shipments will be \$275.00 (two hundred seventy-five dollars) each or as stated above if you wish to use your Fed Ex number.

The **Equitainer** must be returned to **Phase II-Fast Track** at the **Mare Owner's** expense within two days after insemination with all parts and in good condition. If not received within two days, a \$50.00 (fifty dollar) late fee will be charged for each day after the two-day limit.

b. An advance refundable deposit of \$275.00 (two hundred seventy-five dollars) without Fed Ex number or \$200.00 (two hundred dollars) with Fed Ex number, which is due and payable upon return of this signed contract to **Phase II-Fast Track**. The deposit is a one-time fee that will be refunded to the **Mare Owner** when **Phase II-Fast Track** is notified that the mare is 60 days in foal, or when the Mare Owner wishes to terminate this Transported Semen Contract (hereinafter referred to as the “**Contract**”) stating in writing that they will not continue to breed their mare for the contracted breeding season. This deposit will be refunded less late fees and/or subsequent charges for additional handling fees and shipments. **The check will be held un-cashed unless it is needed for a second shipment, or other unpaid fees, and only after notification to Mare Owner will this check be cashed.**

3. The **Mare Owner** shall have said mare examined by a licensed veterinarian and shall provide **Phase II-Fast Track** with a complete veterinary mare health report certifying that said mare is in

good physical and reproductive condition and free from infection. The **Mare Health Report** must be returned to **Phase II-Fast Track** prior to semen shipment. (Note that cultures, etc. are NOT necessary for a maiden mare, but a reproductive exam of her organs is recommended.)

Waived by: _____ **Reason:** _____

4. Unless other arrangements are specifically made with **Patti Bailey / Jerel Harris**, it is hereby understood and agreed that the cooled semen shall be shipped only to the **Mare Owner's** veterinarian designated below:

CLINIC NAME

VETERINARIAN NAME

ADDRESS

BUSINESS TELEPHONE #

NIGHT TELEPHONE #

Additional Shipping Instructions / or other agreed to insemination arrangements:

All inseminations must be performed by a licensed veterinarian experienced in equine artificial insemination. **Mare Owner** is solely responsible for having their veterinarian complete and sign a **Certificate of Insemination and Pregnancy Examination**.

Waived by: _____ **Reason:** _____

5. **Mare Owner** hereby agrees to have said mare examined for pregnancy according to the following minimum schedule and to notify **Phase II-Fast Track** within ten (10) days of the results thereof:
- Between 17 and 21 days following the last date of insemination by ultrasound and, if positive, then;
 - Between 45 and 60 days following the last date of insemination by palpation.

Failure to have said mare examined as set forth above, and to notify **Phase II-Fast Track**, shall automatically render the live-foal warrantee and any applicable rebreeding rights of **Mare Owner** null and void.

6. **Mare Owner** hereby agrees to keep said mare in good physical condition throughout pregnancy, including vaccinations against Rhinopneumonitis at the **5th, 7th and 9th** months of pregnancy. **Mare Owner** also agrees to provide or perform other routine vaccinations, deworming, hoof trimming, teeth floating and Caslick's procedures as recommended by the **Mare Owner's** veterinarian.
7. **Phase II-Fast Track** warrants to **Mare Owner** a live healthy foal that stands, sucks and is fully insurable at 72 hours of age. Insuring a healthy 72-hour-old foal is the sole responsibility of the foal owner, who shall bear the risk of loss of said foal from the age of 72 hours on. **Phase II-Fast**

Track will NOT be responsible to, nor under any conditions, refund the booking and service fee for a hard-to-settle or barren mare. A replacement mare, approved by **Phase II-Fast Track**, may be substituted for, or a breeding fee used as deposit on a **Just II Cool** foal if available. **Phase II-Fast Track** agrees that: If this Contract is executed by the **Mare Owner** and **Phase II-Fast Track's stud fee** is paid; and should said mare subsequently fail to have a live foal that cannot stand and nurse for a period of 72 hours, the **stud fee** will be carried forward to the next breeding season. Such an agreement is contingent upon the **Mare Owner** sending **Phase II-Fast Track** a signed Veterinarian Certificate within thirty (30) days of the discovery of the mare's pregnancy loss, stillbirth, or new-born foal death. Said Certificate must include the following:

- a. That said mare was properly vaccinated against Rhinopneumonitis, as outlined in paragraph 6; and,
- b. That, in the veterinarian's best judgment, said mare was maintained in a reasonable state of good health, including all vaccinations and deworming as recommended by the veterinarian.

The foregoing warranty is dependent upon the **Mare Owner** providing said Certification to **Phase II-Fast Track**.

8. Rebreding rights, as well as the carrying forward of the **stud fee**, shall be valid for a maximum of one (1) breeding season. Substitution of another mare other than the one named in this **Contract**, shall be at **Phase II-Fast Track's** sole discretion. We want you to have a live and healthy foal and will make every reasonable effort to find a substitute mare, or to apply the **stud fee** toward a **Just II Cool** foal or if you decide to purchase another horse from our inventory.
9. **Every effort will be made to provide semen upon demand**, however it should be understood by the **Mare Owner** that many of the stallions at **Phase II-Fast Track** are in high-level competitions and are, therefore, often traveling or otherwise unavailable for semen collection. The **Mare Owner** further understands that at least 24 hours advance notice must be provided to **Phase II-Fast Track** for semen collection and shipment (note that this means a period of up to 48 hours prior to the time that the **Mare Owner** actually receives the semen and the mare can be inseminated). **If less than 24 hours advance notice is given, the request will be accommodated if it is reasonably possible, but at the sole discretion of Phase II-Fast Track.** The breeding season for **Phase II-Fast Track** begins April 1st and ends on September 15th.
10. **Mare Owner** assumes all responsibility for complying with any regulations or requirements which exist or may be imposed by any **Breed Registry** or **Government Agency**, including, but not limited to: Obtaining permits or licenses for the transport, export and/or import of semen from the United States; and the payment of any applicable taxes, duties, fees and/or other additional costs therefore. **Phase II-Fast Track** assumes responsibility for procurement of a **Semen Transport Permit** within the United States.
11. **Mare Owner** assumes all responsibility for the condition of the mare and shall bear all risks of loss or damage. Neither **Phase II-Fast Track** nor **Vet**, nor any employees/agents thereof, shall be liable or responsible in any way for any disease, accident, death or injury to said mare, and **Mare Owner** therefore holds harmless these persons and/or businesses from any and all damage therewith. In addition, neither **Phase II-Fast Track** nor **Vet** shall be responsible for damages or any penalty as a result of any delays or failures in semen delivery.

12. **Mare Owner** shall not assign any rights or delegate any duties conferred under this **Contract** without the prior consultation with and written consent of **Phase II-Fast Track**.

13. This agreement shall be a binding **Contract** when signed and dated by **Mare Owner**, and accepted by **Phase II-Fast Track**. This **Contract** shall be governed by the laws of the State of New Hampshire and venue shall be in Grafton County, New Hampshire. In the event that counsel is retained to enforce the provisions of this **Contract**, the prevailing party shall be entitled to collect all reasonable attorneys' fees and costs, whether or not suit is commenced.

14. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, REPRESENTATIONS, OR WARRANTIES, EXPRESSED OR IMPLIED NOT SPECIFIED HEREIN, RESPECTING THIS CONTRACT OR THE OPERATIONS OR PERFORMANCE HEREUNDER. THIS CONTRACT STATES THE ENTIRE OBLIGATION OF PHASE II - FAST TRACK IN CONNECTION WITH THIS TRANSACTION. Phase II-Fast Track – Show and Sport Horses is a qualified agent to represent the above-mentioned stallion, **Just II Cool**, owned by **Jerel Harris or Patti Bailey**.

I/We, the undersigned, do hereby certify that I am/We are the **Mare Owner** named herein or a duly authorized agent thereof, and as such have the authority to enter into this **Contract**, as witnessed by my/our signature(s). I/We also certify that I/We have read and understand the terms and conditions of this **Contract**.

MARE OWNER/AGENT

DATE

MARE OWNER/AGENT

DATE

ACCEPTED BY PHASE II – FAST TRACK SHOW AND SPORT HORSES:

PATTI BAILEY
PHASE II – FAST TRACK
176 River Road, Rumney, New Hampshire 03266

DATE

Emergency Contacts:

**Call the farm first: 603-786-9771. If no answer leave please message and then try cell phones
Patti: 530-333-ARAB (2722) or Jerel: 530-333-9777
Breeding Assistant, Marci: 603-786-7676 Dan: 603-786-2291 Kathy: 603-786-2617**