

STALLION SERVICE CONTRACT
Addendum for Transported Semen

1. I agree to the Stallion Service Contract on page one.
2. I understand that in addition to the breeding fee, I will be responsible for all costs of the semen shipping process including lab and handling fees, ground transportation or air transportation, shipping container deposit, rental and return freight, each time semen is shipped. In addition to the balance of the breeding fee, a \$100 credit fund (from which to deduct shipping, lab costs, etc.) must be paid 15 days prior to the first shipment of semen. The credit fund must be maintained at the level until the mare is confirmed pregnant, at which time any balance will be refunded.
3. I agree that only the mare designated on this contract will be inseminated with the shipped semen and that she will carry her own foal unless indicated on page one of the contract that she is in an embryo transfer program. A breeder's certificate will be issued following the birth of the foal, providing all bills have been paid.
4. I understand that I must a) inform Bagley Performance Horses prior to inducing heat cycles and coordinate all semen shipments in advance with the needs for semen at the Dimmitt breeding farm, b) notify Bagley Performance Horses when the mare comes into heat, c) notify Bagley Performance Horses 48 hours before I anticipate time of ovulation, d) confirm any order for semen by 8 am CST on the day of shipment. No collections will be made on Sunday.
5. I agree to have my mare examined by ultrasound scan between days 14 and 18 following the last insemination and to notify Bagley Performance Horses of her pregnancy status. It is suggested that she be examined for pregnancy again on day 45.
6. I agree to pay the following:
 - A. Breeding fee (see page one)
 - B. Normal shipping fees for prearranged shipment
 - 1) lab and handling fees \$175
 - 2) shipping fees (Fed Ex or UPS) \$ 75
 - 3) deposit for container \$ 40 (refundable)
 - C. Other charges:
 - 1) unscheduled shipment of semen \$75
 - 2) penalty for not returning shipping container within 48 hours \$50
7. It is agreed that the mare owner will have the mare's reproductive work done by a competent veterinarian or insemination station utilizing reproductive ultrasonography. Further, the mare owner shall attempt with reasonable diligence to settle the mare. However, the burden of conception is placed entirely on the mare owner. I understand that the mare must be bred immediately, on the same day semen is received, and proper methods of handling must be used.
8. I understand that the stallion has been DNA tested. The semen has been analyzed and tested and is free from infectious or contagious disease. The sperm count, motility/collection and packaging process meets or exceeds industry standards. Bagley Performance Horses assumes responsibility only to ship enough extended semen (in viable condition at the time of collection) that the mare owner should receive 500 million progressively motile sperm within a 24 hour delivery time.
9. I agree that Bagley Performance Horses will not be held responsible or liable for delays in delivery, semen lost in shipment, or mishandled in any manner after it leaves the breeding farm. Furthermore, I hold Bagley Performance Horses harmless of any claims of harm of any kind that might be associated with the transported cooled semen. Any disputes arising out of this contract shall be settled under the laws of the state of Texas and arbitrated in Castro County.
10. I certify that I am the sole owner of the mare or have full authority to enter into this contract on behalf of the owner.

signature(s) of mare owner

name of mare (please print) Reg. number

address

Name of veterinarian or technician (please print)

city, state, zip, phone number, email

address, city, state, zip

area code/phone, fax, email address