

SEMEN DELIVERY AND TRANSPORT CONTRACT

This SEMEN DELIVERY AND TRANSPORT CONTRACT, made and entered by and between
(Name/Mare
Owner) _____

and SPRINGHAVEN FARM located at 6780 N Torrey Pines Dr, Las Vegas NV 89131. Phone:
(661) 754-6031 Email: pearlie.rohrbacher@gmail.com

It is hereby agreed as follows:

1. Owner hereby confirms a reservation for semen from the Stallion Xodo HI, for the year 20__, so long as the Stallion is alive, fit to breed, and standing at SPRINGHAVEN FARM, all according to the terms and conditions hereinafter set forth in this contract.
2. Owner agrees to deliver to SPRINGHAVEN FARM, upon execution and delivery of this contract, a veterinary certificate certifying that the Mare selected by the Owner to be bred, is in sound breeding condition and free of infection.
3. As a condition precedent to delivery of the Live Semen, Owner shall have paid to SPRINGHAVEN FARM all of the fees, and charges as set forth:
 - > A non-refundable stud fee of \$1,200.00 & a Booking Fee of \$200.00 payable upon execution of this Contract. Collection and shipping to be arranged through Desert Pines Equine.
 - > Under this contract, the owner shall pay all collection and shipping fees by credit card, for each shipment at time of collection. In addition, Owner shall pay any and all permit fees if required for shipments outside of the United States.
4. SPRINGHAVEN FARM guarantees to the Owner only for delivery of Live Semen from the stallion in viable condition. Owner shall notify SPRINGHAVEN FARM at least 2 weeks prior to the period in which it intends to breed the Mare. SPRINGHAVEN FARM fills requests for fresh semen collection and shipment subject to the availability of the Stallion. Purchaser understands that Stallion may be competing away from the Farm and may be otherwise unavailable to fill Purchaser's request on any given day during the Term. It is Purchaser's responsibility to contact the Farm in advance regarding the Stallion's availability and the Farm bears no responsibility for failure to timely fill requests due to the Stallion's unavailability. Competition dates will be posted and available on our website www.springhavenfarmlv.com
5. SPRINGHAVEN FARM guarantees to the Owner free return privileges for the same Mare upon the following terms and conditions:
 - > The Live Semen delivered according to this Contract is administered to the Mare by a Licensed Veterinarian on the day of delivery.
 - > The owner notifies SPRINGHAVEN FARM that the mare has been examined by a Licensed Veterinarian and certifies that the Mare is pregnant.
 - > The Owner notifies SPRINGHAVEN FARM IN WRITING that the Mare has been examined by a Licensed Veterinarian and that the Mare's breeding certificate has been signed, notarized, and returned to SPRINGHAVEN FARM.
6. SPRINGHAVEN FARM guarantees free return breeding privileges for the same Mare if by examination the Mare is found to be barren. In the event a Licensed Veterinarian determines that, for any reason, the Mare is unable to conceive, the Owner may substitute another Mare for breeding and shall be entitled to the same privileges as that afforded the original Mare, according to all the terms and conditions of this contract.
7. In the event the Mare conceives, but does not produce a LIVE FOAL that stands and sucks, the Owner shall be entitled to a return breeding. This entitlement to a return breeding shall apply only in the event that the Owner has notified SPRINGHAVEN FARM, IN WRITING within 48 hours of the foal's death. A certificate from a Licensed Veterinarian certifying to the details of the foal's death, must be delivered to SPRINGHAVEN FARM within 10 days of the foal's death.

8. The container in which the Live Semen is shipped is disposable and does not need to be returned. Collection requests must be made with the stallion owner at least 24 hours in advance.

9. It is agreed and understood that SPRINGHAVEN FARM neither assumes nor bears any responsibility for the condition of the Mare, nor shall it bear any risk of loss or damage to the Mare whether by death, disease, injury, infection, or otherwise, or by any cause whatsoever, and the Owner shall save, defend and hold SPRINGHAVEN FARM free and harmless there from.

10. This contract is not transferable or assignable. In the event the Mare is sold or otherwise disposed of prior to the birth of the foal, the LIVE FOAL guarantee shall not be valid.

11. It is acknowledged and agreed that this Contract is entered into and accepted in the State of Nevada, and shall be interrupted and enforced pursuant to the laws of the State of Nevada.

Owner/Purchaser Signature: _____ Date: _____

Seller Signature: _____ Date: _____
Pearlie Rohrbacher