

BUDDY TALBERT QUARTER HORSES

P.O. Box 754

Blountville, Tennessee 37617

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WARNING

Under Tennessee Law, an equine professional is not liable for an injury to or the death of a participant in equine activities resulting from the inherent risk of equine activities pursuant to the Tennessee Code annotated, Title 44, Chapter 20, Part 1

STALLION SERVICE SHIPPING AGREEMENT

This agreement made by and between Buddy Talbert Quarter Horses and _____ (purchaser) is for the breeding season of 20____. The breeding season in force for this contract shall begin on February 14th, 20____ and close on June 15th, 20____.

This contract is subject to the following conditions:

The mare to be bred _____ Reg. No. _____ Breed _____

Date of Birth _____ Color _____ Sire _____ Dam _____

A photostatic copy of registration papers of mare to be bred must be at farm before semen will be shipped. Purchaser may not substitute another mare for breeding without prior written consent from Buddy Talbert Quarter Horses.

The following fees apply to cooled semen shipping:

1. A non-refundable booking fee of \$ _____ is due at signing and acceptance of this contract.
 2. A non-refundable balance of \$ _____ is payable before mare is bred and semen is shipped. This fee includes the stallion's service.
 3. An additional deposit of \$ _____ will be necessary for the following:
 - a. Semen shipping container _____
 - b. Semen collection and packaging fee _____
 - c. Plus shipping fees (FedEx, Air, Etc) _____
 - d. Courier fee of \$100.00 (if airfare is used) _____
 - e. If deposit is exhausted prior to conception an additional deposit will be required and no shipments will be made until receipt of additional deposit.
 4. Reservations for transported semen: Buddy Talbert Quarter Horses upon receipt of the above mentioned stallion fee confirms the mare's reservation to breed to (stallion) _____ for the present breeding season.
 5. The purchaser requests the following month for breeding _____.
 6. Semen is collected on a designated schedule.
 7. All requests for semen shipments shall be filled as received, subject to availability of (stallion) _____ semen and the farm veterinarian's approval. If there is insufficient semen to fill all orders on a given day, the farm veterinarian will determine which orders will be honored. This decision will be based on information provided by the purchaser's veterinarian.
 8. Conditions: Stallion service will be provided to only healthy mares in sound breeding condition, determined by a veterinarian acceptable to Buddy Talbert Quarter Horses. There will be a maximum of three (3) shipments of semen under item 3. In the event the mare does not conceive on third shipment, mare must be serviced at breeding farm. **Waver of Liability:** It is understood that the breeding farm, its owners, employees, veterinarians, and guests shall not be liable for any injury, escape, disability, or death of any horse on its premises. The above named Mare Owner, whose horse(s) are under the care of Buddy Talbert Quarter Horses will not be liable or responsible for any damage, injury, or death to the breeding farm stallions, employees, veterinarians, or other animals in the care of Buddy Talbert Quarter Horses.
 9. **Return of Service:** Purchaser shall not be entitled to a refund of fees. There will be a \$500.00 handling charge for the following rebreed year on all mares. **Live Foal Guarantee:** Live foal means the foal shall stand and nurse. Mare Owner agrees that stallion owner and/or manager does not make any guarantees as to the quality, or conformation of the foal nor that the foal will be free of any infirmity, conformation defect, disease, or inherited trait. It is understood that if the mare proves barren, aborts her foal or if the foal is stillborn, a return season will be guaranteed the following year only, provided proper notification is given.
- The mare will have the right to return to (stallion) _____ in the 20____ breeding season under the following circumstances:
- a. If the mare does not settle during the present breeding season she is eligible to return to the farm in 20____ if the purchaser submits a veterinarian certificate to that effect.
 - b. If the mare is examined and found to be in foal but becomes barren during gestation, she is eligible for return if Buddy Talbert Quarter Horses receives a veterinarian certificate stating mare is without foal within 7 days of examination.
 - c. If the mare produces a live foal that is unable to stand and nurse and subsequently dies, a veterinarian certificate must be provided to Buddy Talbert Quarter Horses within 7 days from date of death.
 - d. All rights of return to the stallion are subject to prepayment of cost listed in item 3.
10. **Non assignment:** This agreement cannot be transferred or assigned by the purchaser. There shall be no right of return to the stallion if the mare is sold or otherwise changes ownership after being serviced by the stallion, unless agreed upon by the Mare Owner and Buddy Talbert Quarter Horses.
 11. It is further agreed that should the above named stallion die, or become unfit for service during the breeding season, then the Mare Owner may breed the above named mare to another stallion on the farm that is agreed to by both the Mare Owner and Buddy Talbert Quarter Horses.
 12. **Warranty:** Buddy Talbert Quarter Horses is not responsible for lost, delayed, or damaged semen and makes no representations or warranties of any kind with respect to any semen furnished hereunder except that it is the stallions.
 13. **Governing Law:** This contract shall be governed by the laws of the County of Sullivan, State of Tennessee and shall be binding upon the parties hereto and their personal representatives.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hand and seals.

BUDDY TALBERT QUARTER HORSES

By: _____

Date: _____

Purchaser: _____

Date: _____

Address: _____

Purchaser retains white copy. Return yellow copy with deposit.

Phone: _____