



1. This contract is a binding agreement between Elwood Equine, Stallion Owner, and Mare Owner.
2. A semen shipment includes the collection, evaluation, and preparation of semen and the delivery to the courier (FedEx, UPS or Counter to Counter Airline) and all shipping charges. The stallion is collected on Monday, Wednesday and Fridays only. Please arrange to have Mare checked on Sunday, Tuesday and Thursday and schedule shipments accordingly. Holidays may cause there to be limited or no shipping options available, so please keep the major holidays in mind when setting up your mare for breeding.
 - a. If Shipping Cooled Semen or Picking Up Semen, all semen collection fees must be paid at time of collection by the Mare Owner at \$375 per event for Fedex, \$500 for Counter to Counter, \$195 for customer pickup and \$475 for frozen semen. Semen will not be shipped without a complete contract and up to date payment.
 - b. Elwood Equine's semen shipping container must be returned and received within 7 days of receiving shipment or \$25 per day late fee will be charged. A fee of \$45 for boxes and \$450 for frozen shippers will be assessed and charged to the CC on file if the container is not returned to Elwood Equine. International shipping will be subject to additional fees.
3. Frozen semen shipments are on a first come first serve basis. We will ship out frozen semen as we have shippers available and make no guarantees of availability.
 - a. The first shipment will consist of 2 doses. If a pregnancy is not achieved using the initial two doses, a third dose will be released with an additional \$200 breed fee per dose. After the third dose, additional doses will be released at the stallion owner's discretion.
4. Elwood Equine makes no guarantee of cooled semen on any specific day. In the event of insufficient semen on a particular breeding day, Elwood Equine will ship on a first ordered, first served basis.
5. For the Mare owners requesting shipped semen Elwood Equine will guarantee only one dose of shipped semen; two doses will be shipped if available on the day of shipping.
6. Elwood Equine guarantees to ship semen in viable condition and shall not be held liable for contamination of semen during and after shipment, loss of viability, or any costs arising from shipments delayed, damaged, or lost in transit. Elwood Equine does not guarantee fertility of any stallion but agrees to process each ejaculate to optimize 24-hour post cool motility. Every effort should be made to inseminate the mare within 24 hours after collecting from the Stallion. Mare Owner agrees to use all cooled semen provided by this Agreement for only the mare named in this Agreement and no other.
- 7. The Mare Owner or attending veterinarian MUST place semen order to Candice Monsen (801) 419-4476 by 4:00PM MST the day before shipment. All shipment requests must be canceled by 8:00 AM (MST) on the day of the shipment. If you fail to cancel, the shipment will be considered CONFIRMED and processed/charged accordingly.**
 - a. Text messages are the preferred way of notification, but phone calls are accepted. Please be prepared with your name, Mare and shipment date. If there is no answer, please leave a voicemail with that information and the Stallion Owner and Manager will call you back as soon as possible. Requests via other sources will not be considered notification and will not be responded to.
8. The Mare Owner agrees that nothing shall be posted or shared via social media that could be negatively construed regarding Elwood Equine, Stallion Owner, nor any of its employees, agents, volunteers, or affiliates. Failure to do so may result in legal action regarding the content and damages associated from such action. Furthermore, Elwood Equine reserves the right to void this contract in the event this Agreement is breached. Any offending Mare Owner shall immediately forfeit any fees, payments or right to a rebreed
9. Any dispute related to this contract will be governed by, construed, and enforced in accordance with the laws of the State of Utah, and the venue of all disputes arising from this Breeding Agreement shall be Box Elder County, Utah.
10. If any provision of this Agreement shall be found invalid or unenforceable, it shall be deemed severed from this Agreement and the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties

Shipping Contract with Elwood Equine

Mare's Registered Name

Mare Owners Name

Shipping Contact Name

Shipping Contact Phone Number

Can this person receive text messages? (Check One) **Yes** () **No** ()

Attending Veterinarian

Facility Name

Street Address

City

State

Zip

Shipping Airport

Additional Shipping Instructions

Does this address receive Saturday Delivery? (Check One) **Yes** () **No** ()

If no please provide additional address for Saturday Delivery.



Mare Owner Signature

Stallion Owner and Manager Signature



Stallion Owner Signature

By signing this contract, all parties acknowledge and agree to the terms and conditions outlined within.

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