

Shipped Semen Contract

Speedy War Concho

This agreement, made and entered into this _____ day of _____ 20_____

1. Mare Owner agrees to breed the mare _____ to the Stallion **SPEEDY WAR CONCHO** standing at Mel Potter Ranch during the **2012** breeding season via cooled, shipped semen, Mare Owner will pay a stallion service fee of **\$750**. A non refundable booking fee (to be included as part of the stallion service fee) of **\$250** is payable with this contract and reserves for the mare owner a shipped semen breeding for said season. Semen will not be shipped prior to payment of the booking fee and balance of the stallion service fee. We utilize the **Federal Express Priority Overnight Procedure**. **Shipped Semen Fee** is **\$200** per shipment. We accept cash, credit cards, company checks, personal checks, and money order/cashiers checks. Stallions are collected Mondays, Wednesdays, Fridays during the breeding season. Shipped semen requests must be made prior to 11:00 am (Pacific time) on a shipping day.

******Contact JoLynn Alexander at 520-906-9133 when ordering semen******

- The mare must be healthy and in sound breeding condition. A copy of the mare's registration papers must be included with this contract.
- This contract provides for a return breeding for said mare (or agreed upon substitute) that fails to produce a live foal. This may be satisfied at the SOLE OPTION OF MEL POTTER RANCH by 1) shipping semen, or 2) Mel Potter Ranch may require the rebreeding be performed at Mel Potter Ranch or by 3) refunding the Stallion Service Fee less the Booking Fee. In the event no live foal is produced, we must be notified in writing within 10 days. Include a veterinary certificate.
- Mare owner agrees to use the shipped semen to breed only the designated mare in accordance with this contract and registry rules.
- Should the stallion die or become unfit for service this contract becomes null and void and any money paid as part of the stallion service fee (minus booking fee) will be refunded.
- When mare owner signs and returns this contract it becomes a binding contract on both parties, subject to the above terms and conditions. This contract is not transferable or assignable. Mare owner irrevocably agrees that his/her sole recourse against Mel Potter Ranch with respect to the performance or non-performance of this contract is a return of the Stallion Service Fee less the Booking Fee.
- Mare owner agrees to pay all court costs, including reasonable attorney fees, if any legal action is required to enforce any provision hereof.
- The terms of this contract shall be governed by the laws of the State of Arizona.

Approved:

Potter Ranch
Mel and Wendy Potter

14575 N. Lockett Road
Marana, AZ 85653
(520)682-5105
(520)906-9133 (*Semen Orders*)
Fax (520)682-5208
potterranch@gmail.com
www.potterranch.com

SIGNATURE

NAME (PLEASE PRINT)

STREET

CITY STATE ZIP

Phone E-Mail