



## 2023 STALLION SERVICE CONTRACT FOR COOLED SEMEN

**THIS BREEDING CONTRACT** is made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **MCGEE FARMS PERFORMANCE HORSES**, hereinafter referred to as "**BREEDER**", and \_\_\_\_\_, hereinafter referred to as "**MARE OWNER**".

**MARE OWNER** desires to breed for the 2023 breeding season the "**MARE**", \_\_\_\_\_, Registration #(s) \_\_\_\_\_, Breed Association(s) \_\_\_\_\_, with domestic shipped cooled semen from Whizkey On The Rocks, hereinafter referred to as "**STALLION**", AQHA #5206559, for the following fee(s):

### 2023 Fees

- ~ Cooled Semen Fee: \$1,100.00 (includes \$300.00 non-refundable Chute Fee)
- ~ Priority Overnight Delivery: \$350.00
- ~ Same Day Delivery: \$350.00
- ~ Live Foal Guarantee Rebreed: \$300.00

### 2023 Discounts – Please circle one (only one per breeding)

- ~ Booked and Paid by 12/31/2022: \$900.00
- ~ Multiple Mares: \$100.00 Discount each additional Mare
- ~ Other (approved by **BREEDER**): \_\_\_\_\_

1. The Cooled Semen Fee is stated above includes a non-refundable Chute Fee which shall be payable upon execution of this **CONTRACT** and is due and payable, along with shipping fees, prior to ordering semen. The Chute Fee will cover one (1) stallion collection, semen evaluation and processing. If the **MARE OWNER** requires the **STALLION** to be collected more than once, a fee of \$300.00 will be assessed for each additional collection. It is understood that **BREEDER** may limit the number of shipped semen doses for any breeding date period. Priority for shipped semen will be based upon date full payment was received. **BREEDER** cannot guarantee semen on any particular date **MARE OWNER** may need it. Collection days are **MONDAY, WEDNESDAY** and **FRIDAY** starting February 1, 2023 through June 15, 2023. There will be no additional collection days.
2. There will be a \$350.00 fee for each shipment via Federal Express. A \$350.00 fee will be charged for counter-to-counter shipments. An additional fee of \$250.00 will be charged for shipping container if the **MARE OWNER** does not return it to **BREEDER** with container contents enclosed within 5 working days. A request for shipment of cooled transported semen must be made by 5:00pm EST the day prior to collection. Cancellations must be made by 9:00am EST the day of collection. Collections after this will be subject to a shipment fee or cancellation fee. All semen order cancellations not made by the appropriate time on the Collection Day and not received by **BREEDER** in time to cancel the shipment will be charged for the shipment. All other late cancellations will be subject to a \$50.00 cancellation fee. All fees and charges due under this **CONTRACT** must be paid prior to any shipment. **BREEDER** may refuse to make any shipments to the **MARE OWNER** if **BREEDER** believes the **MARE** is not healthy or in sound breeding condition. Upon receipt of shipment, **MARE OWNER** shall try diligently to impregnate the **MARE** and shall use all diligence and care in the insemination of the **MARE**. The **MARE OWNER** waives all claims against **BREEDER** for the sickness, injury, or death of the **MARE** and her offspring arising from the exercise of the breeding privilege granted in this **CONTRACT**. **BREEDER** waives all claims against **MARE OWNER** for any injury, sickness, disease, or death of the **STALLION** arising from the exercise of the breeding privilege granted in this **CONTRACT**.



3. The **MARE OWNER** agrees that when cooled semen shipment is requested, the **MARE** will be healthy and in sound breeding condition. A copy of both sides of the registration papers on the **MARE** must accompany the **CONTRACT**. The **MARE OWNER** warrants that he/she is the owner of record of the **MARE**.
4. The **MARE OWNER** is responsible for all facets of breeding the **MARE** and agrees to comply with all related breed association requirements concerning the use and handling of cooled semen. The **MARE OWNER** agrees that an individual who is qualified and experienced in the use and handling of cooled semen will perform the insemination. The **MARE OWNER** agrees to use all cooled semen provided by this **CONTRACT** for the **MARE** named in this **CONTRACT** and no other. As the use of cooled semen is an emerging technology, **BREEDER** makes no warranty or guaranty, express or implied, with respect to cooled semen, including, without limitation, the warranty of fitness for a particular purpose. **BREEDER** makes no guarantee or delivery within a certain time period and makes no guarantee that the cooled semen will safely reach the insemination point without losing integrity, quality, or characteristics.
5. Should **MARE** undergo an Embryo Transfer and if more than one embryo is produced from the **STALLION** breeding under this **CONTRACT** and if multiple embryos are transferred, then the **MARE OWNER** must notify **BREEDER** within 48 hours of transfer of the embryo(s). If an embryo transfer, from a single flush, results in multiple pregnancies, the **MARE OWNER** is responsible to pay **BREEDER** the additional stallion fee(s) specified in this **CONTRACT**, before ANY breeder's certificate(s) will be issued.
6. If the **MARE** fails to produce a live foal from the breeding privilege granted by this **CONTRACT**, the **MARE OWNER** may rebreed the **MARE** (or a substitute mare mutually agreed upon by the **MARE OWNER** and **BREEDER**) during the subsequent breeding season. The **MARE OWNER** may not assign this breeding contract or substitute any other mare for the **MARE** under this **CONTRACT**, without prior written consent of **BREEDER**. Any attempted assignment without the prior consent of **BREEDER**, will, at the option of **BREEDER**, terminate this **CONTRACT** and release **BREEDER** from all obligations hereunder. "LIVE FOAL" means that the foal resulting from the breeding stands and nurses without assistance and lives for 24 hours. This return breeding privilege is conditioned upon the **MARE OWNER** giving **BREEDER** written notice within 7 days after foaling or aborting that the **MARE** did not produce a live foal. This notice must be accompanied by a certificate from the attending veterinarian that no live foal was born. For the Return Breeding privilege, a Rebreed Contract will be issued to the **MARE OWNER** by **BREEDER** and there will be a charge for "Rebreed" service expenses as listed above. The Live Foal Guarantee is non-transferrable and non-assignable. Should **MARE** be sold or otherwise be disposed of prior to the birth of the foal, the live foal guarantee granted shall be null and void. However, **BREEDER** may, at his/her discretion, upon application and payment of a new chute fee, continue to honor the live foal guarantee granted to the original owner. In the event that **BREEDER** agrees to the transfer or assignment of the "live foal guarantee" rights, under the terms of this **CONTRACT**, then the new Owner agrees to be bound by all terms and conditions hereof, insofar as the same may then be applicable.
7. A "Breeder's Certificate" will be issued for the foal conceived by the mating when stallion fees and all other expenses have been paid in full. The **MARE OWNER** will receive a Breeder's Certificate when **BREEDER** has been notified that a live foal has been produced.
8. If the **STALLION** dies, is sold, or becomes unfit for breeding in the opinion of **BREEDER**, or if the **MARE** should die or become unfit to breed, this **CONTRACT** will, at the option of **BREEDER**, immediately terminate. The Stallion Fee (less the non-refundable Chute Fee) will be refunded, and **BREEDER** and the **MARE OWNER** will be released from any further obligation under this **CONTRACT**.
9. Should either party breach this **CONTRACT**, the breaching party shall pay the other's court costs and attorney's fees related to such breach.
10. This **CONTRACT** is entered into and will be interpreted under the laws of the State of North Carolina, county of Stokes, and will be forced under the laws of such. If any clause is against North Carolina State Law, that clause shall be null and void. The balance of the **CONTRACT** will remain in force.



Sign and Return all Breeding Documents to:

Gina McGee  
McGee Farms Performance Horses  
1510 Robertson Ridge Road  
King, NC 27021  
Or email: [mcgeefarmsph@yahoo.com](mailto:mcgeefarmsph@yahoo.com)

Be sure to include all applicable fees with contract, a copy of mare's papers. All fees must be paid in full prior to shipping semen.

For breeding inquiries, semen orders and questions about shipping please contact Gina McGee at 336.416.8700 or [mcgeefarmsph@yahoo.com](mailto:mcgeefarmsph@yahoo.com).

\_\_\_\_\_  
Mare Owner Signature

\_\_\_\_\_  
Breeder Signature

\_\_\_\_\_  
Mare Owner Print

Gina McGee  
\_\_\_\_\_  
Breeder Print

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

When the above named **MARE OWNER** signs and returns one copy of this contract to the **BREEDER**, it will then be a binding **CONTRACT** on both parties, subject to the terms and conditions. This **CONTRACT** is not valid unless executed in full and accompanied by a copy of the **MARE's** registration papers.



**MARE INFORMATION SHEET**

Mare Owner (as appears on registration papers): \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Mare: \_\_\_\_\_

Breed: \_\_\_\_\_ Registration #: \_\_\_\_\_

Semen Shipping Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Anticipated Breeding Date: \_\_\_\_\_ Will you be doing Embryo Transfer?: \_\_\_\_\_

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**PAYMENT INFORMATION**

All payments can be made by check, ACH or credit card. There is a 3% convenience fee for credit card payments.

Checks must be made payable to McGee Farms and mailed to 1510 Robertson Ridge Road, King, NC 27021, and must be made from an account denominated in US Dollars Only.

**CREDIT CARD AUTHORIZATION:**

\_\_\_\_\_  
Visa/MasterCard # Name (as appears on card)

\_\_\_\_\_  
Expiration Date 3 Digit Code on Back

Credit Card billing Zip Code: \_\_\_\_\_

- I hereby authorize McGee Farms to charge this credit card for all charges incurred pursuant to this Contract
- I am paying the breeding fee by check and authorize McGee Farms to charge this credit card for all other fees incurred.

\_\_\_\_\_  
Signature of Card Holder



**COOLED SEMEN INFORMATION FORM**

COLLECTION DAYS ARE MONDAY, WEDNESDAY and FRIDAY – NO EXCEPTIONS  
Semen ORDERS and CANCELLATIONS must be made by calling Gina McGee at 336.416.8700. Semen ORDERS must be requested no later than 5:00pm EST the day before the collection day. CANCELLATIONS must be received by 9:00am EST on the day of shipment.

Semen ORDERS and CANCELLATIONS must be made by telephone only and either speak to a McGee Farms representative or send a text message to 336.416.8700. Emails and Facebook Messages will not be accepted as there is no assurance that we will see them.

SEMEN ORDERS ARE CONSIDERED CONFIRMED UNLESS CANCELLED

MARE (Registered Name): \_\_\_\_\_

MARE OWNER: \_\_\_\_\_

SEMEN SHIPPING ADDRESS (VIA FEDERAL EXPRESS):

Reproduction Clinic Name: \_\_\_\_\_

Vet: \_\_\_\_\_ Phone #: \_\_\_\_\_

Shipping Address: \_\_\_\_\_  
\_\_\_\_\_

Email: \_\_\_\_\_

Counter To Counter Instructions (Same Day Deliver):

Airport: \_\_\_\_\_

Pickup By: \_\_\_\_\_

Courier Contact: \_\_\_\_\_ Phone #: \_\_\_\_\_

Tracking # info for all Federal Express shipments will be sent by text or email only – Please provide the text number or email address you want us to send tracking # information. (Choose One – Typically tracking # goes to your vet. If mare owner info is provided, mare owner is responsible for communicating tracking # to vet.)

Text #: \_\_\_\_\_

Email: \_\_\_\_\_