

IMA SPIN DOCTOR

(AQHA Registration No. 3432605)

Teresa Spindler, Breeder
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Lori Klein, Breeding Manager
Phone: 615-293-3906

Cooled Semen Breeding Agreement

1. Mare Identification

Registered Name: _____

Breed: _____

Registration No.: _____

DOB: _____

2. Mare Owner Information

Name: _____

Phone: _____

Address: _____

Fax: _____

3. Terms & Conditions

- 3.1. **Fees** – The following fees are associated with this breeding. All fees must be paid in full and received by the Breeder prior to any semen shipments. Payments should be made by check or money order.
 - a. **Breeding Fee** – The total breeding fee is \$1200.00 for one (1) cooled semen shipment.
 - b. **Shipping Fee** – Actual costs for shipping semen shall be paid by the Mare Owner directly to Tennessee Equine Hospital Reproductive Center (address below).
- 3.2. **Registration Certificate** - A copy of both sides of the Mare's registration papers must accompany this executed Agreement. The owner recorded on the registration certificate will be the owner recorded on the stallion breeding report.
- 3.3. **Approval of Mare** – As a prerequisite, Breeder must approve all mares requested to be bred to Ima Spin Doctor. Breeder reserves the right the right to refuse to breed her stallion to any proposed mare for any (or no) reason. If the above outlined fees are submitted to Breeder prior to mare approval and Breeder ultimately does not approve of the proposed mare, Breeder will return all fees submitted.
- 3.4. **Substitute Mare** – Should the approved Mare die or be declared unfit for breeding by an accredited veterinarian, a substitute mare may be used, subject to Breeder's approval pursuant to section 3.3.
- 3.5. **Live Foal Guarantee** – Breeder agrees to breed the same Mare again one (1) time, and waive the Breeding Fee, in the event the Mare fails to conceive, aborts, or produces a foal that is unable to stand alone and nurse (unassisted) and subsequently dies. The Mare Owner will be required to pay an additional \$250.00 Collection Fee and any associated Shipping Fees for the collection, preparation and handling for any subsequent shipments.
- 3.6. **Number of Foals** - This Agreement is good for one (1) foal. Multiple foals from the same mare in the same breeding seasons will require a separate breeding agreement and breeding fee for each resulting foal. The only exception to this would be twins that are carried throughout term and foaled by one mare.
- 3.7. **Shipments** – Requests for semen are filled as received, subject to Breeders' veterinarian's approval. Requests for cooled semen must be made at least forty-eight (48) hours before the shipment is required. Saturday and Sunday shipments may not be available subject to location. Therefore, Breeder makes no guarantees that cooled semen will be available for

transportation on any specific day. All Breeding Fees must be paid prior to authorization of a cooled semen shipment. Requests for semen shall be made to Breeder. Shipments will originate from:

Tennessee Equine Hospital Reproductive Center
1508 Thompsons Station Rd. West
Thompsons Station, TN 37179
Phone: (615) 591-1232

- 3.8. **Notice of Pregnancy and Breeders' Certificate** – Confirmation of pregnancy in the form of a documented ultrasound picture or letter from the attending veterinarian must be provided to Breeder by October 1 of the breeding year or the Mare will not be included in the Stallion Breeding Report. Breeder will issue a Breeders Certificate for the foal conceived by this mating when all Fees have been paid in full and upon notification the Mare has produced a live foal.
- 3.9. **Limitation of Liability** – Neither Breeder, nor Rood & Riddle Equine Hospital, nor any of their agents or employees, shall be liable for damages as a result of damage to the semen or as a result of the mare failing to produce a live foal. In the event the stallion should die or become unfit for breeding purposes this contract shall terminate and Breeder will refund all Fees to the Mare Owner.
- 3.10. **Warranty** – Breeder 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 the semen shipped is the semen of Ima Spin Doctor.
- 3.11. **Insurance** – It is the Mare Owner's responsibility to obtain insurance, if insurance is desired.
- 3.12. **Governing Law** – This Agreement shall be governed by the laws of the State of Tennessee. Any legal action to enforce or interpret the terms of this agreement shall be brought in Williamson County, Tennessee.

I understand and agree to the terms and conditions set forth herein as acknowledge by my signature below.

Mare Owner: _____

Date: _____

Breeder Approval: _____

Date: _____