**French Streakin Jess**

Stallion Service Contract

Semen Requests to Shelly: (605) 390-3731

All other questions Lee: (612)-803-8515

This contract for the breeding season of 2021 is made on the \_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_; \_\_\_\_\_\_\_­­ is by and between Tom & Barb Westover, owner of the above named stallion, and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ herein referred to as the mare owner. This certifies that the mare owner and Tom & Barb Westover have engaged breeding to the stallion “French Streakin Jess.” Semen from French Streakin Jess, Registration Number 5430058 will be shipped upon request for the mare named \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registration number \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ for a live foal for a fee of $2,000.00 subject to the following conditions.

Tom & Barb Westover for the above named stallion, will herein be referred to as Breeder.

1. **A non-refundable booking fee of $ 500.00 is payable with this contract**. The balance of $1,500.00 and service charge for the collection of semen and shipping is due at the time of first shipment/insemination. It is encouraged to pay all fees as soon as possible to avoid any delay in shipping semen.
2. A photocopy of the mare’s registration papers shall be sent to the breeder with this contract. If approval is given from stallion owner to change mares, new papers must be sent to stallion owner before September 1st of current breeding year.
3. Shipping days will be Monday, Wednesday, and Friday, beginning March 1st through July 16th. We highly recommend sending your mare to a veterinary clinic for her heat cycle. They will coordinate optimum shipping time with us.
4. The Breeder must be notified prior to 8:00 a.m. Mountain Time on the date the semen is to be shipped. Semen will be shipped on collection days only on an “as available” basis. Mares sent to Northern Hills Veterinary Clinic (605) 390-3731 to breed will receive preference for semen availability.
5. Shipped semen service charges are a collection fee per shipment, along with current Federal Express Priority Overnight, United Cargo Counter to Counter, or Delta Cargo Counter to counter charges according to requested method of shipping. These fees will be billed through the Veterinary Clinic and must be paid prior to release of a Breeder’s Certificate by breeder.
6. The breeding season enforced for this contract shall begin on March 1st and close on July 16th on the year of the contract.
7. Live Foal Guarantee: Live foal means the foal shall stand and nurse on its own without assistance and live for 24 hours. It is understood that if the mare proves barren, aborts her foal, or if foal is stillborn, a return breeding will be guaranteed the following year, providing proper notification is given. Proper notification is a written certification by a licensed veterinarian within 14 days that the mare has slipped or produced a non-viable foal. Owner verifies that such abortion or death did not result from any omission of the owner.
8. Accompanying the return of this contract or at the time of insemination, a verification letter is required from a licensed veterinarian stating that the mare is in good breeding condition and current on the vaccinations relevant to her environment.
9. Rebreeds: It is agreed that should the mare abort, or prove barren, mare owner has the privilege to request additional shipments of semen during the current breeding season March 1st through July 16th of the current year. If the mare aborts or proves barren after the current breeding season the mare is entitled to be rebred the following breeding season. If rebreeding the following year, the mare owner will be responsible for a $150.00 rebreed fee and any increases in collection and of shipping of semen, as well as any increases in the breeding fee.
10. A breeder’s certificate will be issued to the mare owner only after all expenses have been paid in full and upon notification of a live foal.
11. It is agreed that should the above named stallion die or become unfit for service, then this contact shall be null and void. For those with a return breeding, if stallion dies or becomes unfit the breeding fee may be returned less the non-refundable deposit.
12. This contact is governed by the laws of the State of South Dakota and the venue of Moody County, South Dakota. All accounts are due and payable in Moody County, South Dakota in U.S. dollars.

This contract is not valid unless completed in full. When the mare owner signs and returns the contact with the non-refundable booking fee to Breeder, Breeder will notify mare owner within 10 days of approval. Upon notification, it will become a legally binding contract on both parties, subject to the above terms. This contract is non-transferrable.

As a contract both parties enter this agreement in good faith, resulting in a live foal.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tom & Barb Westover Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mare Owner’s Signature Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mare owners phone number :** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mare owners email:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Mail contracts & checks to:**

Barb Westover

501 N Prospect

Egan SD 57024

**Contact Information**

(To be returned with signed contract)

**Mare's Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Registration #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Stallion Booked To:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Mare's Barn Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Mare Owner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Home/Primary Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell/Alternate Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**YEAR:\_\_\_\_\_\_\_\_\_\_\_**

**Credit card info for shipping costs
Credit Card #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Expiration Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ CVV(security code on back)\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Veterinarian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

(and contact
info, if available)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Address where semen is to be shipped:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Saturday Delivery Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

A **PHYSICAL ADDRESS** is **REQUIRED** and you **MUST** verify that an address which is eligible

to receive **SATURDAY DELIVERY**, preferably via FedEx, is also provided.
**Primary Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
Cell/Other Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**