"Renegade of Haita Way Acres"

2006 Stallion Breeding Contract

(Mare Bred Using Shipped Cooled Semen)

Standing at Haita Way Acres
Butch and Linda Haita
S98 W21184 Parker Drive
Muskego, Wisconsin 53150
(262) 679-8045

This certifies that (Mare Owner)_____ has engaged one service through the use of shipped cooled semen to (address)_____ for the Mare (name) _____
Registration #_____ Breed _____ for the 2006 breeding season at (breeding facility address)
_____

The Service is Subject to the Following:

- The stallion fee includes a non-refundable booking fee of $100 and the balance of $650 is to be paid before any semen will be shipped.
- The first shipment of semen is without cost to the Mare Owner as part of this agreement. Subsequent shipments of semen will be at the rate of collection and shipping from Wisconsin Equine. In all cases, semen shipments will be made by either Federal Express of same day airport shipment. Mare Owners agree to return semen containers within five (5) days of receipt to Wisconsin Equine.
- Require 24 hour notice to collect and ship.
- Mare Owner must notify Haita Way Acres by 10:00 am Central Standard Time if you need to cancel a shipment of cooled semen. If we are not notified, you will be responsible for all containers and shipping charges.
- Renegade of Haita Way Acres has been DNA typed. The semen has been analyzed and tested and is free from infectious diseases. Sperm count, motility, collection and packaging procedures meet and/or exceed industry standards.
- If the mare fails to conceive on the 3rd shipment in one year, the mare may be serviced at Haita Way Acres prior to the close of June 30 of the 2005 or the following breeding season.
- Responsibility for insurance and risk of loss passes to the Mare Owner with this contract. Mare Owner assumes the unavoidable risks inherent in all horse-related activities: including, but not limited to, the semen, shipping container, Mare Owner's horse, owner and family members. Mare Owner agrees to look solely to the insurance for compensation for any such loss, and further agree and holds harmless Haita Way Acres, agents, veterinarians, employees and family of Haita Way Acres.
- Mare Owner further agrees that this contract is made and entered into the Count of Waukesha, the state of Wisconsin, and that it shall be interpreted, enforced and transacted under the laws of said state, and within the designated county, regardless of the manner of breeding solicitation.
- Haita Way Acres guarantees a live colored foal from the breeding contract herein. Live foal is defined as a foal that stands, nurses and lives 24 hours. It is agreed that if the Mare Owner does not have a live foal this breeding, Haita Way Acres shall give the Mare Owner a re-breed for the following year only to the horse and for the mare originally booked (unless a substitute mare is mutually agreed upon). At the end of the breeding season, the right to re-breed is cancelled and Haita Way Acres is released from any further obligations whatsoever. Any and all feed paid shall not be refunded. However, the Mare Owner is still responsible for container and shipping fees. If the mare proves to be barren, has a stillborn foal, aborts or dies before foaling, the Mare Owner will contact Haita Way Acres within one week. Mare Owner agrees to provide a statement from a licensed veterinarian explaining the problem.
- Mare Owner's signature on this contract verifies that he/she has read, fully understands and accepts all of the terms and conditions outlined herein. This contract is a legal and binding instrument on behalf of the owner. This agreement, along with the accompanying stallion service contract, constitutes the entire agreement between the parties. No other agreements, whether verbal or implied, are included. This contract may not be transferred or assigned.

Mare Owner/Agent: _____ Date: _____
Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____

Haita Way Acres: _____ Date: _____

Please provide the following information:
Veterinarian _____ Address: _____
Phone: _____ Fax:_____

Ship semen to: □ Veterinarian listed above OR Ship semen to: _____

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