

Whitehaven Plantation
SHIPPED SEMEN BREEDING CONTRACT

Breeding Season _____

This contract is made this _____ day of _____ 20 _____, by and between Whitehaven Plantation, acting as agent for _____, and _____.

MARE INFORMATION

Mare Owner or Lessee (circle one): _____

(Copy of registration papers and lease agreement—if applicable—must be attached)

Address: _____

City: _____ State: _____ Zip: _____

Phone (Day): _____ Phone (Evening): _____

Email: _____

Registered Name of Mare: _____

Registry and Registration Number: _____

Date of Birth: _____ Breed: _____

Description: _____

STALLION INFORMATION

Stallion Owner (as printed on Registration Papers): _____

Registered Name of Stallion: _____

Registry and Registration Number: _____

Date of Birth: _____ Breed: _____

STUD FEES AND TERMS

STUD FEE TOTAL: \$ _____

BOOKING FEE: \$ _____ (NON-REFUNDABLE)

BALANCE OF STUD FEE: \$ _____ *

*PAYABLE PRIOR TO DEPARTUR OF MARE
FROM WHITEHAVEN OR SEMEN IS SHIPPED

1. Mare Owner acknowledges that Mare is breeding sound and in good health, free from all infectious diseases. For barren mares, a current (within the last 30 days) negative uterine culture is required, or recent breeding soundness exam. Mare must be current on all annual vaccinations and de-worming, and must have a current negative Coggins.
2. Whitehaven acknowledges that the Stallion is breeding sound, and has passed a breeding soundness test for current breeding season.
3. BREEDING SEASON: February 1st—June 30th **NO EXCEPTIONS!**
4. Semen will be collected based on an individual Mare's need; however, no collections will take place on Mondays or when our Breeding Manager is away at horse shows/endurance rides. Mare Owner will be notified of these dates ahead of time. In cases where collection cannot be done over the weekend, semen can be collected on Mondays.
5. Whitehaven no longer ships semen counter to counter. Semen can be shipped on Tuesdays, Wednesdays, Thursdays, Fridays, and Saturdays—for overnight delivery on the next day. (This means that semen will be unavailable for insemination on Tuesdays only, but available all other days—please plan accordingly.)
6. RESERVATIONS FOR SEMEN: Semen orders must be received by 3:00PM EST the day before semen needs to be shipped. Orders may be taken either through email at whitehavenarabians@hotmail.com or phone 803-428-5656.
7. Mare Owner is responsible for all costs related to semen shipment and return of Equitainer to Whitehaven.

LIVE FOAL GUARANTEE

8. A foal is considered “live” if it stands and nurses ON ITS OWN within the first 24 hours following birth.
9. For mares that fail to produce a live foal, a Free Rebreeding* will be provided for the following breeding season. Re-breed rights are contingent upon the presentation of a veterinarian's certificate stating that the mare did not produce a viable foal through no fault of the Mare Owner.
10. *Free Rebreeding: Mare Owner does not have to pay an additional Stud Fee or Booking Fee; however, all other applicable costs and fees will apply.
11. Mare Owner reserves the right to substitute a mare for the re-breeding. This mare must be breeding sound, and all above conditions shall apply.
12. Mare Owner has no right to abort any pregnancy without Whitehaven's permission, unless the mare's health and welfare are threatened.
13. Live Foal Guarantee terminated if mare is sold with a foal in-utero.

BREEDING STIPULATIONS

14. Whitehaven reserves the right to deny service to any mare for any reason whatsoever.
15. In the unlikely event of Whitehaven Owned Stallion's death, Mare Owner may transfer stud fee to another Whitehaven stallion of equal or lesser price, or may transfer breeding rights to a more expensive stallion and pay the balance of stud fee. Lab, board, and additional fees will still apply. This right can be used at any time, and has no expiration date.
16. In the unlikely event of a non-Whitehaven Owned Stallion's death, any arrangements concerning transfer of stud fees and/or refunds will be at the discretion of the Stallion Owner.
17. In the unlikely event of Mare's death, whether it is before or after conception, Mare Owner may substitute another mare. Lab, board, and additional fees will still apply. This guarantee is contingent upon a veterinarian's certificate stating that the Mare died through no fault of the Mare Owner. This right can be used at any time, and has no expiration date.
18. Whitehaven reserves the right to withhold signature on Arabian Horse Association foal registration applications until all fees due to Whitehaven Plantation, our Stallion Owners, and our veterinarian are paid in full.

TERMS OF AGREEMENT

19. Whitehaven may terminate this agreement for failure of Mare Owner to satisfy the terms of this agreement. In the event of a breach of terms of this agreement, Whitehaven shall have the right to recover attorney fees, court costs, and expenses as a result of said default. Whitehaven may, but is not obliged to, give the Mare Owner a reasonable amount of time not to exceed ten (10) days to cure any default.
20. This agreement shall be binding upon the assigns, heirs, executors, and administrators of the respective parties; however, Mare Owner shall not assign the agreement without the written consent of Whitehaven.
21. This agreement shall not be amended, changed, or supplemented except by a written document signed by Whitehaven and Mare Owner.
22. This agreement shall be interpreted and construed in accordance with the Laws of the State of South Carolina.
23. Limit on Time to Bring Suit: The parties agree to a time limit of two (2) years from the signature date to bring claims and lawsuits under the terms of this contract.

FEES PAID BY MARE OWNERS

Stallion Booking Fee.....\$250.00
 Nonrefundable--payable directly to Whitehaven Plantation

Lab Fee\$150.00
 Includes three (3) cycles of one breeding season
 Any additional shipments required.....\$25.00/shipment

Equitainer Deposit (Refunded at end of breeding season).....\$200.00

Shipping Fee (per UPS overnight shipment).....\$100.00

TRANSPORTED SEMEN SERVICE CERTIFICATE

A Transported Semen Service Certificate will be signed and sent to the Mare Owner within ten (10) business days of notification in writing that a Live Foal has been born, providing all fees have been paid.

THE PARTY SIGNING THIS CONTRACT SPECIFICALLY REPRESENTS THAT HE IS THE LEGAL REGISTERED OWNER OF THE MARE AS RECORDED BY MARE’S APPROPRIATE REGISTRY. IF HE IS NOT, HE SHALL PROVIDE THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE REGISTERED OWNER BELOW, AS WELL AS A PHOTOCOPY OF THE LEASE AGREEMENT. A PHOTOCOPY OF THE MARE’S REGISTRATION PAPERS IS REQUIRED TO COMPLETE THIS CONTRACT.

Signature of Whitehaven authorized representative: _____

Print Name: _____

Signature of Mare Owner(s): _____

Print Name(s): _____

Date: _____

For leased Mares:

Registered Owner: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number(s): _____

(Please attach copy of lease contract)