

DUNBARSGOLD

CAROLE E. DUNBAR

1202 Madron Lake Road
Buchanan, MI 49107

Phone 773-590-4779

TRANSPORTED SEMEN CONTRACT

This Agreement is made by and between Carole E. Dunbar ("**Dunbar**") and the undersigned owner of the mare identified below ("**Mare Owner**").

Mare Owner wishes to breed, by transported, cooled semen, the mare named below to the AQHA Stallion "Dunbars Gold" for the **2011** season (February 15, 2011-July 1, 2011), subject to the following conditions:

Mare Name: _____

Registration Number: _____

Sire: _____

Dam: _____

A copy of front and back of mare's registration papers must accompany this contract.

No semen will be shipped before February 15, 2011.

The semen may only be used for that mare, and only for one Live Foal (as defined below).

Mare Owner agrees to pay **Dunbar \$1,250.** payable with this contract (or **\$1,100.**, if payment and all contract papers referenced in this document are received from **Mare Owner** by February 15, 2011). Payment shall be by Cashier's or Certified Check made payable to "**Carole Dunbar.**" This amount shall include (1) semen fee, (2) stallion transportation, collection and lab fee, (3) semen container deposit of **\$250.** Semen container deposit is refundable if container is returned in good condition by **Mare Owner** and received by vet sending semen within seven days after **Mare Owner's** (or designee's) receipt of container.

Semen will be shipped Federal Express or UPS next day air. The costs of the first shipment of semen is included in above payment. If under Live Foal Guarantee set forth below a further shipment is required, **Mare Owner** will be responsible for all additional shipping costs, which will be paid by Cashier's or Certified Check made payable as above and received by **Dunbar** before further shipments or semen are made.

Dunbar must be notified by telephone (personal contact, not voicemail) at least 72 hours prior to the date and time the semen is to be shipped.

Mare Owner is responsible for having a certified veterinarian experienced in cooled semen inseminate the mare. **Mare Owner** is responsible for pregnancy checking the mare on or before 18 days and notifying **Dunbar** of the results.

The stallion service fee on transported semen is non-refundable. However, **Dunbar** does give a "Live Foal Guarantee". "Live Foal " is defined as a foal that stands and nurses without assistance after foaling. If the contracted

mare does not settle or aborts the first year, **Dunbar** will reship the following year to the mare or to a substitute mare. With that second shipment, **Dunbar** has no further liability or obligation under the Guarantee.

Dunbar must be notified within one week, from the date of foaling, that a rebreeding is desired. A statement must accompany this notice, by a Veterinarian, as to the absence of a live foal and the breeding condition of the mare.

It is the **mare owner's** understanding that **Dunbar** will not be responsible and will have no liability whatsoever for accident, sickness or death to the mare or colt.

DUNBAR HAS NO RESPONSIBILITY OR LIABILITY TO MARE OWNER OTHER THAN TO FULFILL HER PROMISES UNDER THIS AGREEMENT. THIS CONTRACT MAY BE AMENDED ONLY IN WRITING SIGNED BY BOTH PARTIES. THERE ARE NO OTHER CONTRACTS, AGREEMENTS, OR UNDERSTANDING BETWEEN THE PARTIES TO THIS CONTRACT BEYOND THOSE EXPRESSLY CONTAINED IN THIS WRITING AND ANY WRITTEN AMENDMENTS THERETO. DUNBAR'S RESPONSIBILITY AND LIABILITY IS LIMITED TO THE AMOUNT SHE RECEIVED FROM MARE OWNER, AND SHALL NOT EXCEED THAT AMOUNT.

Mare Owner will pay all vet fees incurred to the mare or foal. It is also understood that **Dunbar** is not responsible for death, injury or accident to the mare or foal.

Dunbar gives a "Live Foal Guarantee" on the following terms. Live foal is one that stands and nurses without assistance after foaling. In the event that a live foal is not obtained, then **Mare Owner** shall have the right to return the mare for rebreeding on reasonable terms until live foal is produced without paying an additional breeding fee. Mare care, board, and other expenses shall, however, be the responsibility of the **Mare Owner**.

Mare Owner or authorized representative will complete and sign this contract, enclosed fee, and copy of registration papers and return them to **Dunbar**. This contract will become binding on both parties subject to above terms and conditions upon signature of **Dunbar**.

This contract is entered into the State of Illinois and will be interpreted and enforced under the laws of that State.

Dated: _____, 2011

By: _____
Mare Owner/Authorized Representative Signature

Mare Owner information:

Name: _____
Address: _____
Phone: _____
Cell: _____
Fax: _____
E-Mail: _____

Dated: _____, 2011

By: _____
Carole E. Dunbar

ENCLOSED: CONTRACT, CHECK, COPY OF MARE PAPERS