

LUCKY 7 COMPANY, LLC
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2021 SHIPPED SEMEN CONTRACT
SWING ONE TIME

ALL CONTRACTS/PAPERWORK MUST BE TO LUCKY 7 72 HRS PRIOR TO ORDERING

1. LUCKY 7 COMPANY, LLC (LUCKY 7) hereby reserves one breeding to Swing One Time, AQHA Reg #5822419 (5 Panel N/N) for the Mare, Reg # _____ for the Breeding Fee of **\$1,250**, plus Chute Fee of **\$300** (Made payable to LUCKY 7) for the 2021 breeding season, Mar 1st to Aug 15th. A collection schedule can be found on our website.
2. Mare owner must attach a copy of the mare's registration papers to this agreement and provide all other information as requested. The mare owner agrees to use the semen shipped solely to breed the mare specified.
3. If the Stallion should die or become unfit for service prior to the mare getting in foal, the Breeding Fee shall be refunded. The Chute Fee includes the 1st shipment of semen via (1) **Fed Ex Priority Overnight OR** up to (2) **Pick-Ups OR** (1) **Airline** shipment (courier fees not included). If an air shipment is requested or required, the Mare Owner's credit card will be charged a **\$200 courier charge. Fees for Additional shipments are: Pick-up \$100; Priority Overnight Fed-Ex \$250; airline \$200 airfare plus \$200 courier fee.**
4. **Semen orders must be placed by 5 pm the day prior to shipment.** Semen cancellations must be made by 8 Am of collection day.
5. There is no guarantee of semen delivery within a certain time period nor the quality of semen at the time of arrival. In the event of insufficient semen on a particular breeding day, LUCKY 7 will ship shipments on a first ordered, first serve basis.
6. Depending on demand, mare owners requesting shipped semen should expect to receive only one dose of semen. Two doses will be shipped if available. If fresh semen is not available, mare owner has the option of receiving frozen semen if available. Additional frozen shipments via fedex are \$300, additional semen picked up \$150. Flights are not available when shipping frozen semen. Any unused frozen semen remains the property of the stallion owner and must be returned to LUCKY 7 at the mare owners' expense.
7. Should any foal which is born to the mare, pursuant to this contract, not stand and nurse, the Owner shall be entitled to a re-breed the following year only for this mare. **THIS RE-BREED SHALL APPLY ONLY IF LUCKY 7 IS NOTIFIED WITHIN ONE (1) WEEK OF THE DEATH OF THE FOAL. THIS NOTIFICATION MUST BE ACCOMPANIED BY A STATEMENT FROM A LICENSED VETERINARIAN, STATING THE CAUSE OF DEATH.** LUCKY 7's sole liability and obligation for any foal that is born to the mare but does not stand and nurse, shall be the granting of a re-breed. Such breeding shall apply to the Breeding Fee only and only to the season immediately following the season set forth in this contract. The Owner shall pay Chute Fees for the mare, under the same terms set forth in this contract. If the mare proves not to be in foal as a result of this contract or if the foal does not stand and nurse, LUCKY 7 has the option to re-breed the mare the following year only. LUCKY 7 has the option to require that the mare be brought in-house for the re-breeding. **All re-breeds must pay a Chute Fee. 2nd year re-breeds will be at the discretion of the Stallion Owner, additional breeding fees may apply.**
8. This contract provides for one (1) Breeder's Certificate. If multiple embryos are retrieved from one breeding additional contracts and/or breeding fees will be at the discretion of the stallion owner, it will be the responsibility of the mare Owner to notify LUCKY 7 of number transferred. **If multiple embryos are desired** and it takes more than one breeding, an additional contract is required for each breeding. Please notify LUCKY 7 with the status (In Foal/Open) of your mare by the end of the breeding season. Stallion Breeding Reports are prepared immediately after the season.
9. If the mare Owner desires to do a **frozen embryo**, it will solely be their responsibility to pay all nomination fees. **It is also the mare Owner's responsibility to notify LUCKY 7 when the embryo is frozen and when utilized.**
10. TO OBTAIN A "BREEDERS CERTIFICATE" YOU MUST NOTIFY LUCKY 7 COMPANY, LLC OF THE BIRTH OF THE FOAL. CERTIFICATE WILL NOT BE ISSUED IF THE ACCOUNT HAS NOT BEEN PAID IN FULL. The Stallion owner is responsible for signing the Breeder's Certificates.
11. Owner shall hold Stallion Owner and LUCKY 7 harmless for any accident, injury, theft, disease, sickness, or death suffered by the mare and/or foal, or any other cause of action whatsoever arising out of, or connected in any way with Shipped Semen Breeding. This includes but is not limited to, any claims of damages, loss or injury that may occur to any person or personal property.
12. If it should become necessary for LUCKY 7 to retain the services of an attorney to enforce its rights under the terms of this contract, including but not limited to the collection of any sums due, the Owner will pay LUCKY 7 all expenses and costs, including reasonable and necessary attorney's fees incurred by LUCKY 7 in enforcing this contract.
13. Any dispute related to this contract will be governed by the laws of the State of Colorado and venue of any dispute arising from this Contract shall be in La Plata County, Colorado.
14. This contract is non-transferable or assignable without prior written consent from LUCKY 7.
15. **DO NOT ORDER SEMEN VIA EMAIL, TEXTING OR ANSWERING MACHINE. YOU MUST TALK TO LUCKY 7 PERSONALLY TO ORDER SEMEN.**
16. **ALL SHIPPING BOXES MUST BE RETURNED to LUCKY 7, within 4 days of shipment. There will be a charge of \$25/DAY Rental after 4 days and a \$300 deposit for shipping containers, once returned that deposit can be applied to invoice or refunded.**
17. **All International and US Clients must pay with US Funds via Credit Card (3.5% Surcharge for MC, VISA, DISCOVER or 4.5% for AmEX), Wire Transfer (\$50 Surcharge) or check from a US Bank account, \$25 fee for any NSF.**

Mare Owner: _____

LUCKY 7/Agent: _____

Address: _____

LUCKY 7 Signature: _____

City/State/Zip: _____

Acceptance Date: _____

Phone#: _____

E-mail: _____

Owner/Agent Signature: _____

Date: _____